

**WATERBURY FINANCIAL PLANNING  
AND ASSISTANCE BOARD**

In the matter of:

The binding interest arbitration between:

	:	Case No. 0001-01
City of Waterbury	:	
	:	
— and —	:	
	:	
Local 353, AFSCME, Council 4	:	January 23, 2002

**DECISION AND AWARD**

The Waterbury Financial Planning and Assistance Board hereby issues the following arbitration award pursuant to its powers under Special Act 01-1 ("Special Act") and the Municipal Employees Relations Act, as amended ("MERA").

**Relevant Facts**

The City of Waterbury and Local 353 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"), have been negotiating a successor to the collective bargaining agreement that expired on or about June 30, 1999.

Upon the passage of the Special Act, the Board conducted arbitration hearings on August 14, August 16, September 10, and November 6, 2001.

The parties were afforded notice of the hearing dates as well as an opportunity to present evidence in the form of witness testimony and through the submission of documentary exhibits.

Throughout the arbitration process, the City and the Union engaged in informal negotiations to narrow the scope of the issues to be considered by the panel. The result of such negotiations was the parties' agreement on all disputed issues between them and the Board's issues of concern. The parties presented the terms of the collective bargaining agreement on

December 20, 2001. The parties have requested the Board to adopt the proposed collective bargaining agreement. See attached Proposed Collective Bargaining Agreement.

### **Decision**

The parties submitted their proposed collective bargaining agreement (a copy of which is attached) to the Board for its approval, and agreed to waive the substantive requirements of MERA to allow the Board to adopt, at its option, the package proposed by the parties. Notwithstanding the parties' submission of their agreed upon language, and their waiver, the Board is obligated not only to consider whether this agreement comports with the Special Act's overall purposes, but also whether the record developed in these hearings warrants the Board's awarding on matters outside of the parties' submissions or on matters not raised or negotiated by the parties prior to arbitration.

The Board, having carefully considered and weighed all factors set forth in the Special Act, finds that the proposed agreement adequately takes into account the public interest and the financial capability of the City of Waterbury, in light of the following factors: (A) the negotiations between the parties prior to arbitration; (B) the interests and welfare of the employee group; (C) changes in the cost of living; (D) the existing conditions of employment of similar groups; and (E) the wages, salaries, fringe benefits and other conditions of employment prevailing in the labor market, including developments in the private sector.

The Board concludes that the package of revisions to the current collective bargaining agreement, as reflected in the enclosed proposed collective bargaining agreement, will result in savings in the current fiscal year of approximately \$770,000 and immediately calculable annualized savings of approximately \$1.9 million, in addition to other provisions that, while not current quantifiable, may result in additional savings.

Moreover, the Board concludes that the agreement adequately accounts for changes in the cost of living, both retroactively and prospectively, relative to similar groups, and the wages, salaries, fringe and pension benefits of similar employee groups. The wages, salaries, fringe and pension benefits and working conditions set forth in the proposed agreement likewise better reflect prevailing trends in the labor market and also the existing conditions of employment of the employee group and those of similar groups. Significantly, the agreement takes into account the interests of the employee group, by, for example, providing a graduated phase-in of employee premium share based upon base salary.

Finally, the Board notes that the proposed collective bargaining agreement is the product of negotiations between the parties, although such negotiations took place after the arbitration process commenced, and the final submission is the product of a sincere effort to comply with the requirements and spirit of the Special Act, the financial capability of the City and the needs of its citizens. The Board commends the parties for their cooperation, timeliness and level of preparation throughout this arbitration process. The Board finds that adoption of the proposed agreement as submitted is in the public interest as it allows the City to realize substantial savings while affording the parties substantial input in the resulting final agreement.

The Board declines to exercise its prerogative to award outside of the parties' final submission or to award on matters not raised during negotiations, except as provided in the attached agreement.

In view of the foregoing analysis, the Board awards the attached document as the current collective bargaining agreement between the parties, and finds that the agreement is consistent with the Board's objectives and obligations under the Special Act.

All present members voted in favor of the package on December 20, 2001 and their signatures appear on the following pages.\*

**SO ORDERED**

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\* Acting Mayor Caligiuri voted in favor of the package on December 20, 2001, but at the time of signing is no longer a member of the Board. Accordingly, Mayor Michael J. Jarjura signs the award on behalf of the Office of the Mayor. Member Hajjar was not present for the vote due to illness, but his signature appears in favor of the written award.



Chair Marc S. Ryan, or his designee

1/29/02

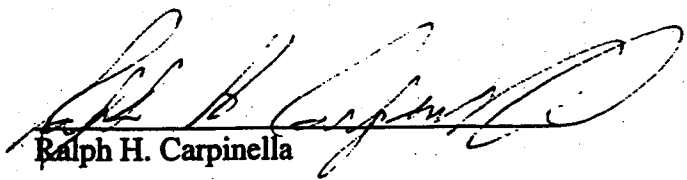
Date

  
\_\_\_\_\_  
State Treasurer Denise Nappier, or  
her designee

1/23/02  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor Michael J. Jarjura

1-23-02  
\_\_\_\_\_  
Date

  
Ralph H. Carpinella

1/23/02  
Date

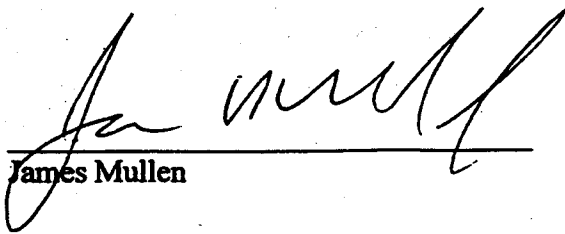


Jack Cronan

1-23-02  
Date

George H. Hajjar  
George Hajjar

1/23/02  
Date

  
James Mullen

1/23/02  
Date

**AGREEMENT**

**-between-**

**THE CITY OF WATERBURY, CONNECTICUT**

**-and-**

**WATERBURY CITY EMPLOYEES  
LOCAL 353, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**BLUE COLLAR UNIT**

**Through June 30, 2005**

**INTEREST ARBITRATION CASE NO. 0001-01  
WATERBURY FINANCIAL PLANNING AND ASSISTANCE BOARD**

**01/10/02  
292146 v.06**

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## **PREAMBLE**

- ¶1. The welfare of the City of Waterbury and its employees is dependent upon the service of the City, through its employees, renders the public. Improvements in this service and economy of operation are prompted by willing cooperation between the City, as Management, on the one hand, and the duly recognized Union which has been selected as the bargaining organization by the employees, and the employees themselves, individually and collectively, on the other hand. An obligation rests upon the Management, upon the Union, and upon each employee to render honest, efficient and economical service. This spirit of cooperation between the Management and the Union (and the employees represented by the Union) being essential to the efficient, economical and productive operation of the City government, it is hereby agreed that all parties to this agreement will so conduct themselves so as to promote this spirit.
- ¶2. NOW THEREFORE, This Agreement is made by and between the City of Waterbury (hereinafter referred to as the City), and the Waterbury City Employees Local 353 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

## **ARTICLE I RECOGNITION**

- ¶3. *Section 1.* The City hereby recognizes the Union as the sole and the exclusive bargaining agent for regular, full-time employees and regular, part-time employees in the Blue Collar Division of the City employment for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. Blue Collar Division supervisors, as the term "supervisor" is designated in Section 7-471(2) of the Connecticut General Statutes shall be excluded from the provisions of this Agreement, and in addition, all City employees who are excepted from the definition of "employees" in Section 7-476(2) of the Connecticut General Statutes are also excluded from the terms of this Agreement. The term "employees" or "employee" as used in this Agreement shall refer only to those regular full-time employees, or regular part-time employees who are covered by the bargaining unit referred to herein.
- ¶4. *Section 2.* The following definitions are applicable to this Agreement:
- ¶5.     a.     The phrase "regular, full-time employees" means those employees who are regularly scheduled to work 40 or more hours per week.
- ¶6.     b.     The phrase "regular, part-time employees" means those employees who are regularly scheduled to work between 20 and 40 hours per week.

- ¶7. c. The term "employee" as used in this Agreement shall not include personnel hired only for a specific project, temporary or seasonal personnel. Temporary or seasonal personnel are those employed for not more than six (6) consecutive months, with the exception that golf course personnel may work up to eight (8) consecutive months. The Union shall be notified of the hiring of any temporary or seasonal personnel. A temporary employee(s) shall be let go prior to the layoff of a permanent bargaining unit employee doing the same type of work.
- ¶8. d. The term "Blue Collar Division" as used in this Agreement shall refer to the positions (and the employees who occupy the positions) enumerated in Appendix A attached hereto and made a part hereof.
- ¶9. The Appendix A List of existing positions, which are included in the Blue Collar Division does not comprehend a method of determining whether or not the following types of position should be included in the Blue Collar Division: (a) new positions or (b) positions which were either seasonal, temporary, or were not regularly scheduled for at least 20 hours per week but which have become occupied by either regular part-time or regular full-time employees. Therefore, the parties agree to the following procedure:
- ¶10. Whenever the City or the Union raises the question as to whether a position described in (a) or (b), supra, belongs properly in either the Blue Collar Division, the White Collar Division, or neither Division, then there shall be a discussion of this issue among representatives of the City, the Union and the White Collar Association. When it is determined that the position is a Blue Collar position, the parties shall meet to negotiate the wages for same. Those negotiations shall not delay implementation and/or filling the position and shall determine where the position appropriately belongs within Schedule A.
- ¶11. If this discussion does not resolve the issue satisfactorily, the City, the Union, or the Association may file an appropriate petition with the Connecticut State Board of Labor Relations, pursuant to Section 7-471(a) of the Municipal Employee Relations Act, requesting the Board to determine whether the position or positions in issue belong properly within the bargaining unit.
- ¶12. e. The term "competitive division" shall refer to those terms as used, and defined, in the Waterbury Civil Service Rule and Regulations.
- ¶13. f. The term "in pay status", as used in this Agreement shall mean, and describe, the situation which occurs when an employee is receiving compensation, including Workers' Compensation, from the City.



¶14. g. The term "fiscal year" as used in this Agreement shall mean that 12-month period which is embraced in the City of Waterbury's current fiscal year; that is July 1 of a given calendar year through June 30<sup>th</sup> of the next succeeding calendar year.

¶15. *Section 3.* Prior to the announcement of examinations for competitive jobs, for any new or changed job or classification, the City, by the Personnel Department, will notify the Union, in writing, of the pay grade assigned to such job and shall supply the Union with a copy of the proposed Job Specification. If the Union, through its President, feels that the job is improperly slotted in the Pay Grade assigned because of the relative skills, education, physical effort, or because of other reasons, of the new or changed job as compared to other jobs in the grade to which such new or changed job is assigned, the Union President may request a meeting with the Director of Personnel to discuss the Union objections to the Pay Grade assigned to such job. If the Union objects to the decision of the Personnel Director, it may file a Grievance hereunder and process it in accordance with the Grievance Procedure hereof. However, any arbitrator hearing such grievance shall have the power to determine whether the job is assigned to the proper pay grade and shall not have the power to reclassify the job to another grade.

¶16. If, after an arbitrator has held that such job is improperly slotted, the parties are unable to agree on the pay grade to which the job should be assigned, the matter shall be resubmitted to the same arbitrator and such arbitrator shall have the power to assign the job to a particular labor grade. Any rate adjustment shall be effective the week following the final award of the arbitrator.

## ARTICLE II MANAGEMENT RIGHTS

¶17. *Section 1.* Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

¶18. (a) the right to prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them;

¶19. (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification);

- ¶20. (c) the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by Article I, Section 3 of this Agreement;
- ¶21. (d) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized; provided that the City shall follow the procedure set forth in Article V of this Agreement concerning changes in work schedules and shall give employees at least two (2) weeks notice of a change in their work hours, except in the case of an emergency.
- ¶22. (e) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- ¶23. (f) the right to maintain discipline and efficiency;
- (g) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- (h) the right to discontinue services, positions, operations or programs in whole or in part;
- (i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

*Section 2.* In the event that the City decides to exercise its right to subcontract bargaining unit work, the City shall require in its request for proposals or bids on such work that the contractor:

- (a) offer available work, to bargaining unit employees who are qualified to perform the work;
- (b) recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired;
- (c) pending completion of negotiations with the Union offer to bargaining unit employees hired a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

On and after July 1, 2003, this provision may be reopened in the event that its provisions have impeded the City's management right to subcontract work as provided in Section 1. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

*Section 3.* The Union agrees to bargain in good faith with the City in the event that the City determines furloughs may be needed to meet the fiscal exigencies of the City. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

### **ARTICLE III UNION SECURITY AND DUES CHECK-OFF**

- ¶24. *Section 1.* All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing or pay an agency service fee. All future employees shall be required to become and remain Union members thirty days after being employed or pay an agency service fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The Union agrees to defend and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union hereunder.
- ¶25. *Section 2.* The City agrees to deduct from the paycheck of each employee who has signed an authorization payroll deduction card a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union within the range of amounts set forth on said card, which are Union dues or agency service fees.
- ¶26. *Section 2(a).* These deductions will be made weekly.
- ¶27. *Section 2(b).* In the event that an employee receives no pay on the payday on which Union dues or agency service fees are scheduled to be made, a double deduction shall be collected in the week immediately subsequent upon written request of the Union.

**ARTICLE IV  
TRANSFERS, WORK-FORCE REDUCTIONS,  
PERIODS AND SENIORITY**

- ¶28. *Section 1.* Seniority as used in this Agreement is defined to describe the total length of an employee's most recent period of continuous service with the City, subject to the recall rights prescribed herein.
- ¶29. *Section 1(a).* Where a department consists of one or more bureaus, then for the purpose of this Article, the term "bureau," may be substituted for the term "department" in order to effect the purpose of the Section.
- ¶30. *Section 2.* The City, through the Personnel Department, will furnish the Union, through its President, annually, during the month of January, with a seniority list showing each employee's seniority.
- ¶31. *Section 2(a).* These lists shall be simultaneously dated and posted on the bulletin boards. Any employee who feels that there is an error in his seniority date as shown on the list must present his facts to the Personnel Director substantiating his position within ninety (90) calendar days of the date of the posting. If the Personnel Director finds error in the employee's seniority listing, the said Director shall take all necessary means to correct this error. If no objection is raised, the date on the list will be presumed to be correct.
- ¶32. *Section 3.* Where there is lack of work in a department and an employee is transferred, in lieu of layoff, to another department, he shall continue to accrue seniority in the department from which he was transferred, if and only if, he is immediately transferred (in lieu of layoff) to that other department. Such transfer shall be effected pursuant to the Civil Service Rules and Regulations.
- ¶33. *Section 3(a).* In cases of transfers for reasons other than in lieu of layoff, seniority (as defined in Section 1 hereof) shall continue to be accrued by the employee.
- ¶34. *Section 4.* Promotions in the competitive division shall be in accordance with the Civil Service Rules and Regulations in force at the time of the execution of this Agreement or as amended by the Civil Service Commission. A copy of any proposed amendment of the Civil Service Rules and Regulations shall be forwarded to the president of the Union by the Personnel Director.
- ¶35. *Section 4(a).* Announcements of examinations shall be posted on secure and locked bulletin boards and also sent to the Stewards of record.

- ¶36. *Section 5(a).* In the event of the necessity to reduce the work force, the employee in the classification where work must be curtailed, who has the least seniority, shall be laid off first unless the department head or the bureau head, as the case may be, decides he can use him in another classification seniority shall prevail only to the extent that the remaining employees shall be fully able and qualified to perform the remaining available work in that department, bureau or classification.
- ¶37. *Section 5(b).* An employee shall be allowed to make lateral and downward bumps (monetarily) in his/her department.
- ¶38. *Section 5(c).* An employee shall have city-wide bumping rights in classification only.
- ¶39. *Section 6.* An employee who is laid off pursuant to Section 5(a) hereof shall have recall rights, in the order of seniority among laid-off employees, to a position which thereafter becomes available if he is able and qualified to perform the work of that position, as determined by the appropriate department head as follows:
- ¶40. (a) In the classification from which he was laid off.
- ¶41. (b) In any other classification in which he had previously performed the work satisfactorily.
- ¶42. (c) In the bureau from which he was laid off, provided no other laid-off employee has superior rights under Sections 6(a) and (b).
- ¶43. (d) In the department from which he was laid off, provided no other laid-off employee has superior rights under Sections 6(a), (b), (c), and (d).
- ¶44. (e) Anywhere in the Blue Collar Division, provided no other laid-off employee has superior rights under Sections 6(a), (b), (c), and (d).
- ¶45. (f) A laid-off employee may refuse any job offer to which he is entitled under Sections 6(b), (c), (d), or (e). In this event, however, the City is obligated to only recall him to an opening in the last classification he held prior to layoff.
- ¶46. *Section 7.* Recall rights shall continue for a period of three (3) years from the date of layoff or for a period equal to an employee's seniority at the time of layoff, whichever is shorter.
- ¶47. *Section 8.* For the purpose of this Article only, seniority shall accrue during the period an employee has recall rights in accordance with Section 7 hereof.

- ¶48. *Section 9.* The probationary period for new employees in the competitive division shall be nine (9) months from the date of employment.
- ¶49. During the probationary period, new employees in the competitive division shall have no right to grieve termination of employment that occurs prior to the completion of their probationary period. Nor shall said employee have any a right of appeal under the City's Charter or Civil Service Rules and Regulations.
- ¶50. *Section 10.* The probationary period for promoted employees shall be ninety (90) days. A promoted employee shall have recourse to the grievance procedure concerning his non-qualification of the probationary promoted position provided that the Union shall have the burden to show that the non-qualification was arbitrary, capricious or discriminatory. A promoted employee who fails to qualify in the new (promoted) position shall be given the opportunity to return to his former position with the same amount of seniority he held in that position at the time of his promotion to the new, probationary, promoted position. (The seniority provision of this section shall not apply to a probationary employee who fails to qualify in the promoted position and who returns to his former position, if he was also a probationary employee in that former position.)
- ¶51. *Section 11.* An employee shall lose seniority status if:
- (a) He is discharged for just cause.
  - (b) He is laid off for a period in excess of his recall rights.
  - (c) He quits or retires.
  - (d) He is absent without valid reason for five consecutive working days.
  - (e) He fails to report for work, within ten working days from recall from layoff unless he indicates that he does not want the work offered.
- ¶52. *Section 12.* For purposes of layoff for any of the reasons enumerated in Section 5(a) hereof, Union officers (President, Vice-president, Secretary and Treasurer) and Executive Board members and the Grievance Chairman and Assistant Grievance Chairman and 23 stewards Citywide shall be considered to have top seniority in the department to which they are assigned provided that they have the ability to perform the work.
- ¶53. *Section 13.* The provisions of Chapter VIII, Section 7 of the Civil Service Rules and Regulations shall be applied to voluntary demotions.

## **ARTICLE V HOURS OF WORK**

### **§54. Section 1. Work Schedules.**

- a. The City retains the right to amend, alter and change work week schedules. An employee's hours of work per day and/or per week may be scheduled or rescheduled by the City. Nothing herein shall be construed as guaranteeing employees specific hours per week nor shall it be construed to limit the City's right to establish additional shifts during the regular work week (Monday through Friday) nor its right to maintain a non-standard work schedule (other than Monday to Friday) at any City department.
- b. The City shall post on employee bulletin boards in each department or division the regular work week schedule(s) for that department or division. For this purpose, "work week schedule" is defined to mean the designated starting and stopping hours within a day, and days per week which a given employee(s) or position(s) is/are scheduled for work.
- c. The City may change any work week schedule to meet emergency situations, as determined by the Mayor. Such temporary change shall not be effective for a period in excess of four (4) work weeks unless the City and the Union mutually agree to extend the four-week limit. For the purpose of this provision, regular snow removal and sanding operations shall not be considered an emergency.
- d. Long-term changes in any work week schedule may be made by the City, but shall not become effective until the following procedure has been followed:
  1. The City shall notify the Union of the proposed change.
  2. Within seven (7) days of such notice, the City and the Union shall meet to discuss the proposed change, the reason for the change and any concerns that the Union has regarding the effect of the change on employees.
  3. If, following such meeting, the Union objects to implementation of the schedule change, the Union shall notify the City of the objection and the reason for the objection, in writing within two (2) days of the meeting referenced above.

4. The dispute over the schedule change shall be immediately submitted to expedited interest arbitration. The arbitration panel must hear and decide such dispute within seven (7) calendar days of the submission. The decision of the arbitrators shall be in writing and shall be binding upon the City and the Union. During the period required for arbitration, the change in schedule shall not go into effect.
5. Following the decision of the arbitrators, if there is a change in work schedule, the change shall be posted in the applicable Department or Division.

¶55. *Section 2. Premium Overtime.*

Premium overtime, which is defined to mean payment of one and one-half times the employee's regular, straight-time, hourly rate, shall be paid to regular full-time and part-time employees for work performed in excess of a normally scheduled eight (8) hour day or forty (40) hour week, except that Cafeteria workers shall be paid premium overtime after thirty-five (35) hours in a week.

- ¶56. There shall be no duplication or pyramiding of premium overtime under the provisions of this Agreement.

- ¶57. Notwithstanding the provisions of this Article, no premium overtime shall be paid for hours worked that are less than eight in any one day or forty (40) in any one week except for Refuse Collection Crews whose schedule is set forth in Section 5(a) and Section 7 hereof.

For the purpose of this Section "hours worked" shall include only hours actually worked and hours for which the employee is on approved paid leave other than sick leave or workers' compensation/injury leave.

¶58. *Section 3. Refuse Department.*

- a. The basic work day for Refuse Department Crews shall be on an incentive basis and shall be the time required to complete the route assigned for the day, to include washing and routine maintenance of departmental equipment, and during the period November 1 through April 1, plow hooking and chaining.
- ¶59. b. If a Refuse Collection crew on any given day consists of less than four men, including the driver, and if on that day the completion of the Refuse Collection process on that route requires more than eight (8) hours, then each member of the crew who is working on that day shall receive premium overtime pay of one and one-half times his effective hourly rate for each hour, or portion thereof, beyond eight hours that he works on that day to complete the said route. Also,



if on a given day the Refuse Collection operation in a given route is not completed between 5:30 a.m. starting time and 1:30 p.m. finishing time because of reasons and factors beyond the control of the City and/or the Refuse Collection crew (the Crew having made a reasonable effort to complete that route by 1:30 p.m.), then each crew member shall receive premium pay of one and one-half times his effective hourly rate for each hour, or portion thereof, which the crew works beyond the said 1:30 p.m. to complete the collection process on that route; OR, in the alternative, if by majority vote of that crew so to do, that crew may elect to terminate the collection process of that particular route as of 1:30 p.m. and the crew would then be permitted to complete its work day as of that time. The City will continue to recognize five (5) tardy grace periods for the Refuse Department. A refuse employee arriving after 5:50 a.m. but before 6:30 a.m. will be permitted to work but paid only for his actual hours worked and shall not be eligible for incentive pay. A refuse employee who fails to report to work by 6:30 a.m. will be considered absent without leave and will not be paid for the day.

- ¶60. c. For the duration of this Agreement, the following provisions shall apply:
- ¶61. The size (roster) of the Refuse Collection crews, the number of routes, and the place of pickup (front yard, back yard, side yard, or curbside or some combination thereof) shall be determined by the City. The Refuse Collection crews will be paid on a basis of five (5) day, forty (40) hour week (it being understood that the work day is the incentive system alluded to in Sections 5(a) and 5(b) hereof). In any given workweek, Monday through Friday shall be the regularly scheduled workdays for Refuse Department crews.
- ¶62. It is agreed that if the refuse collection process must be accomplished on a Saturday because of a snowstorm or inclement weather then payment for that Saturday work shall be based upon the premium overtime rate of time and one-half pay for the number of hours worked with a minimum of twelve (12) hours pay.
- ¶63. The Union agrees that recycling material and bagged grass and leaves which result from normal lawn mowing of the Spring, Summer and early Fall shall be picked up as part of the regular recycling program, provided proper receptacles are placed in front of the property by the property owner.
- ¶64. d. Due to the increasing complexity of State regulations regarding solid waste, advances in technology, and in order to provide services efficiently and effectively, the City reserves the right to determine the number of refuse employees hired in each classification, the number of pieces of equipment to be

his classification for the instance he was not available. Any employee refusing unscheduled overtime two (2) times during a three (3) month period from November 1<sup>st</sup> through April 30<sup>th</sup> shall be removed from the overtime list for his department for a period not to exceed three (3) months. During such period, he shall be considered not available for overtime work except for emergency overtime work as defined in Section 8, and shall be charged with the average overtime worked by employees in his classification during the period of removal from the overtime list. The parties agree that a department head and Union representative may agree to continue the present practice of utilizing a period of time greater than twelve (12) hours as the base for entitling an employee (e.g., Employee B) for payment of worked premium overtime pursuant to the provisions of this Section. The parties further agree that in the event an employee is absent from work (because of the employee's exercise of his Article X or Article XI rights or because the employee is on leave without pay) on a given day on which, or during which, premium overtime work opportunity occurs, then that employee shall be called concerning the overtime work opportunity (unless that employee notified his department head in writing that he does not want to be called during the time he is exercising his Article X or Article XI rights, or during the time that he is on leave without pay), and, in any event, that employee will be charged with the average overtime worked by employees in his classification for each instance he was not available (while in the exercise of his said Article X or Article XI rights or because he was on leave without pay). No employee absent on authorized funeral leave shall be called in for, or charged for, overtime. No employee who is receiving Workers' Compensation weekly payments shall be called concerning overtime work opportunity and, upon that employee's return to work, he shall be brought up to the high man's hours in that classification with his department or bureau or school for purposes of overtime work opportunity.

- ¶68A.b. Upon request of the Union or the steward assigned to the department or bureau, the department head shall furnish to the steward a copy of the most recent record of overtime worked or offered.
- ¶69. c. All new employees in a classification, or employees who are transferred to another department or bureau or school to a position within their same classification, will be brought up to the high man's hours in that classification within that department or bureau or school. An employee newly hired into the Blue Collar Unit will be ineligible for overtime work opportunity for forty (40) working days. An employee transferring from one classification into another classification will be ineligible for overtime work opportunity until that employee has twenty (20) working days in his new classifications. When the said newly hired employee completes his said forty (40) working days and when the said transferred employee completes his said twenty (20) working days in his new classification, that employee will then be brought up to the high man's

hours in that classification within his department or bureau or school for purposes of overtime work opportunity.

- ¶70. d. Notwithstanding the prior provisions for equalization of overtime, it is agreed that refusal of overtime will not be charged to Union officials when they are unavailable to work overtime because they are engaged in Union business of which their supervisor had been given prior sufficient notice.
- ¶71. *Section 6.* Premium overtime work opportunity is not to be construed as the work to which seasonal and/or temporary personnel are assigned on a regular schedule even though such schedule may be outside the regular work week or day of the employees covered by this Agreement.
- ¶72. *Section 7.* Employees refusing to report for emergency work shall be subject to discipline unless the failure to report for such work is because of just cause. An integral part of the City's responsibilities to its citizens is to provide safe streets which are well plowed and sanded after snow and ice; therefore, for purposes of this Section, this work is emergency work. Disputes over the provisions of this Section shall be subject to the Grievance Procedure of Article XII herein.
- ¶73. *Section 8. Head Custodians.* Since the head custodian of each school is required by his job specification and by the directive of the School Inspector to "check" for vandalism, proper functioning of heating and electrical system and the like, the school building to which he is assigned on each Saturday, Sunday and holiday, the City agrees to pay each such head custodian (or in his absence the designated assistant) who performs this work assignment the greater of the following: (a) a minimum of two times his then hourly rate, provided the said head custodian performs a safety check and other required work at his school on the given Saturday, Sunday or holiday for at least one hour's duration, throughout that day; or (b) the number of hours so worked on that given Saturday, Sunday or holiday at the appropriate premium rate of pay. If per the provisions of Section 12 hereof an "outside activity" (as defined in said Section 12) is scheduled at a given school on any given Saturday, Sunday or holiday, then the head custodian shall perform the "building check" work prescribed by this Section during the time period which is not less than one and one-half hours before the commencement of the outside activity or not less than one-half hour subsequent to the scheduled termination of the said outside activity. Anything in the preceding sentence to the contrary notwithstanding, the following shall be the agreed rules for the conduct of the "building checks" on a Saturday, Sunday or holiday only at the Crosby High School/Wallace Middle School Complex, the Wilby High School/North End Middle School Complex, the Kennedy High School and the West Side Middle School. If the Chief Custodian (or the custodian designated to perform the building check) is not monitoring an outside activity at the same time, then the building check may be performed in one of the noted high schools or middle school at the same time that an outside activity is being monitored by a different custodian.

**¶74. Section 9. Shift Differential.**

- a. A shift differential of \$.50 per hour shall be paid for employees working either the second shift or the third shift. For the purposes of this section, the term "second shift" shall be defined to mean a scheduled tour of work which is scheduled to begin between 12 noon and 5 p.m. (that is, the employee has been notified and informed that he is scheduled to work and must report for his work between the hours of 12 noon and 5 p.m.); the term "third shift" is defined to mean a scheduled tour of work which is scheduled to begin between the hours of 10 p.m. and 1 a.m. The parties further agree that an employee who is normally scheduled to work either the second shift or the third shift shall receive the shift differential prescribed herein only if he actually works on that shift and shall not be paid the shift differential for periods of time in which he is otherwise in pay status but is not actually working.

- ¶75. b.** The parties further agree that an employee shall receive the shift differential prescribed by this Section only if he is regularly scheduled to work and does so work the second or third shift and shall not receive the shift differential in addition to any premium overtime pay in the event that he is regularly scheduled to work a given shift and then works overtime into another shift; the additional work performed on the "other shift" shall be paid in accordance with the premium overtime requirements prescribed by this Article and based upon the employee's regular rate of pay and not upon the regular rate of pay plus a shift differential.

- ¶76. c.** If a second or third shift employee is asked to work the first shift temporarily and for the convenience of the City, he shall be paid his shift differential for all hours worked on the first shift.

- ¶77. Section 10.** For tardiness, each employee will be allowed a paid grace period of twenty (20) minutes, with a maximum of three (3) times, in any twelve consecutive month period, except that Refuse Department employees shall be permitted a paid grace period of five (5) times in any such twelve consecutive month period.

- ¶78. (a)** If an employee's lateness results in actual additional cost to the City, then this grace period payment will not be made.

- ¶79. (b)** If an employee is late more than ten (10) minutes or is late more frequently than three (3) times in twelve consecutive months, he shall be penalized in pay for the total amount of time he is late on any occasion. For Refuse Department employees, grace periods are governed by Section 3 of this Article.

- ¶80. (c) Nothing in the foregoing shall limit the authority of a department supervisor to impose disciplinary action on any employee where attendance and/or tardiness record warrants the taking of such action. This action will include written warning to the employee that his record is not satisfactory.
- ¶81. *Section 11.* Except for the custodians (or other school department bargaining unit employees) who are called back to work to perform the cleanup work and overseeing work in regard to "outside activities" (for the definition of which, see Section 12 hereof), any employee recalled to work after having completed his regularly scheduled work shift and having gone home shall be paid the greater of the following alternatives:
- ¶82. (a) Four (4) hours at his regular hourly rate of pay (it being understood that the City may require an employee to remain at work up to two and one-half (2½) hours; or
- ¶83. (b) The actual hours worked multiplied by the appropriate rate.
- ¶84. *Section 12. Outside Activity.* The following rules and formulae shall apply to custodians (or other school department bargaining unit employees) who perform "outside activity" work.
- a. Per the rules of the Board of Education, a custodian (or other bargaining unit member) must "clean up" the portion of the school building utilized by the group engaged in the "outside activity" before that group's arrival and after that group's departure from the school building and, in the interim, the custodian is required to oversee generally the activity of the group (for the purpose of protecting the school building and property but not of supervising the activity) while the group utilizes the room(s) or given portion of the school building. Custodians performing "outside activity" work may also be assigned other normal cleaning duties within the building.
- ¶85. b. For purpose of this section, the phrase "outside activity" shall be defined to include the following situation: The "outside activity" is an activity by a group of people (students, nonstudents, adults or any such group, including promoters of entertainment and commercial events) who receive permission from the Board of Education to use and who do use, a room or a group of rooms or a portion (e.g. gymnasium or pool) of a given school building during hours that school is not in session on any given day. It is specifically agreed that activities directly related to school functions such as school Board meetings, negotiation sessions, practice sessions for school teams, school clubs, after school programs and other school connected matters, including Adult Education Program and activities, in which students and teachers are involved during hours that school is not in session do not constitute an "outside activity" for the purpose of this section. It is further agreed, however, that official school basketball games,

football games, swimming meets or baseball games and the like which occur on the school premises and in which game the school team engages in that sporting activity with another school team and at which game the public is invited to attend does constitute an "outside activity" for the purpose of this section.

- ¶86. c. The chief custodian who receives the building check allowance of Article V, Section 8(a) shall be eligible for the outside activity payment, per the provisions of this section, on a Saturday, Sunday or holiday, only when he is the low man on the overtime list.
- ¶87. d. A custodian (or other bargaining unit employee) shall be compensated for "outside activity" work, as heretofore defined, in the following fashion.
- ¶88. e. It is agreed that if the "outside activity" group is scheduled to arrive prior to, or at the time of, the end of the day custodian's shift then the payment for "outside activity" work, as hereinafter set forth, shall not include any time that the custodian does the "clean up" work prior to the group's arrival. Payment for "outside activity" work to the custodian shall only be for those hours which are beyond the normal scheduled work shift of that custodian.
- ¶89. f. The payment formula for "outside activity" work shall be on the basis of premium overtime payment with no minimum guarantee; e.g., if the custodian works two hours beyond his normal scheduled shift on a given day in outside activity work, then he will be paid for three hours work at his regular scheduled hourly rate; if he works  $\frac{3}{4}$  hour of "outside activity" work, he will be paid at the rate of  $\frac{3}{4}$  of an hour's work at his regularly scheduled hourly rate; if he works six hours of "outside activity" work on a given day, he will be paid for nine hours work at his regularly scheduled hourly rate.
- ¶90. g. It is further agreed that in the case of some K-5 schools with a significant amount of outside activity and in which there are staggered shifts so that one custodian may be assigned to an 11:00 a.m. to 7:00 p.m. shift then that custodian would be given the first opportunity to "work" the outside activity which is scheduled to begin at 7:00 p.m. or 7:30 p.m. or 8:00 p.m. and the "day shift" custodian would be given the opportunity to work any outside activity between the close of school and 7:00 p.m. The City expressly retains its managerial right to determine the appropriate number of custodians to cover "outside activity" work.
- ¶91. h. If, in any given school building there is scheduled an outside activity for a Saturday, Sunday or holiday, then the custodian who is normally scheduled to work the afternoon shift in that school building will receive the first opportunity to perform the outside activity work on these days on the basis of the low man on the overtime list being given the first opportunity for the outside activity

work. The custodian will be compensated in accordance with the basic formula prescribed in subparagraph A; that is the number of hours worked in connection with the outside activity at premium overtime rates. Thus, if a custodian works four hours in connection with an outside activity on a given Saturday, Sunday or holiday, he will be paid six hours pay at his regularly scheduled hourly rate. In the case of the smaller K-5 schools which have only two custodians, (a "day man" (who is the head custodian) and an afternoon man), if the afternoon man refuses the outside activity overtime opportunity for a Saturday, Sunday or holiday, then the head custodian will receive the "building check payment" prescribed by Article V, Section 8(a) hereof and the payment provided herein for the "outside activity" work provided he performs the "building check" work during the time prescribed by said Section 8(a).

## **ARTICLE VI MEAL ALLOWANCE**

¶92. *Section 1.* A meal allowance at the rate of six dollars (\$6.00) per meal shall be provided for those employees who are requested to work beyond their normal scheduled work hours, or who have been recalled to work subsequent to the end of their normal work day, or who have been called in to work during a day that is not a normal scheduled work day for that employee.

¶93. Employees will be entitled to meal allowances as follows:

¶94. First meal allowance after working four (4) hours beyond the normal shift; additional meal allowance for each six (6) hours of work beyond the first meal allowance period.

¶95. *Section 2.* The meal allowance for the extra work, prescribed in Section 1 hereof, will be payable only if the following two pre-conditions are met:

¶96. (1) The employee had not been notified that he would be requested to perform the work in question at least eight (8) hours prior to the time that he was requested to perform the work in question; and

¶97. (2) The employee is on the job performing the extra work for at least four hours.

¶98. *Section 3.* Meal allowances shall be paid on a uniform basis to the extent feasible, on a given pay day the following month.

¶99. *Section 4.* In the event meals are furnished, no meal allowance will be paid.

## **ARTICLE VII LONGEVITY**

### **¶100. *Section 1. Employees Receiving Longevity Prior to December 20, 2001.***

Employees who were receiving longevity prior to the date of this Agreement (December 20, 2001) shall continue to receive longevity with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Longevity payments for such employees shall be made at the same time of year as under the prior collective bargaining agreement.

### **¶101. *Section 2. Employees Not Receiving Longevity Prior to December 20, 2001.***

No current or future employee who was not receiving longevity pay prior to December 20, 2001 shall become eligible for or receive any longevity pay.



## **ARTICLE VIII WORK ASSIGNMENTS**

- ¶102. *Section 1.* The right and authority to make work schedules and work assignments is vested exclusively in the City, its Mayor and/or the various administrative officials and/or Department Heads of the Departments involved.
- ¶103. *Section 2.* In all cases of determining an employee's qualifications for a job assignment, the final judgment rests with the City. Any employee deemed unqualified shall be entitled to hear, with or without the presence of a Union Representative as he may desire, the reasons why he has been adjudged unqualified. Except in the case of a work assignment which involves a promotion (see Article IV, Section 13 hereof) an employee who feels that his qualifications for the work assignment have not been completely or thoroughly ascertained may have recourse to the Grievance Procedure, prescribed in Article XI hereof.
- ¶104. *Section 3.* Subject to the provision of Article V hereof, it is the intent of the City to offer premium overtime work opportunity for required overtime work for employees in their Department in their classification provided that they are fully qualified to perform the required work and provided further that in those situations in which the unique requirements of the specific job assignment require that the employee who has been performing the job assignment should complete that particular assignment, then in this latter case that employee (Employee A) and not the employee (Employee B) on the Article V, Section 7(a) overtime list, should be given the first opportunity for such overtime work. However, if the said specific job assignment should require Employee A to work more than 8 hours beyond the regularly scheduled termination time of his work shift, then said Employee B shall be given the opportunity, per the provisions of Article V, Section 7(a) hereof, to replace Employee A on the said specific job assignment.
- ¶105. *Section 4. Work in a Higher Classification.* An employee assigned to a higher classification shall receive an additional \$0.50 per hour (or an amount not to exceed \$0.50 per hour which will bring him to the maximum step of that higher classification), or the minimum rate for that classification, whichever amount is greater, after five (5) days of work in the higher classification, provided that the said employee performs the work required by the job specifications of this said higher classification during the period of time that he is assigned to said higher classification. Said five-day period, once accumulated from January 1, 1973, shall qualify the employee for the term of this Agreement. An employee assigned to a higher classification for a period in excess of six (6) months shall be paid as if permanently assigned to the position, provided however that such additional compensation shall not be credited for purposes of pension benefit calculation. This section shall not be applicable to the situation where work in the higher classification is specifically required by the definition of the employee in a

regular classification, nor where the employee is being given the opportunity to train for the higher classification. Such training shall not be utilized as subterfuge to avoid the purpose of this Article.

- ¶106. *Section 5. Use of Foremen.* The City further agrees that no department shall utilize foremen (who are members of another, or no, bargaining unit) to perform services which are normally permanent duties of the Blue Collar Division members except in the case of an emergency or when the foremen are training individuals for a particular position or demonstrating the proper way to perform the work or except when the performance of all or part of the work by the foremen is necessary to the continuance of the work which a given foreman supervises; in which latter event an attempt will be made to obtain a Blue Collar Division employee as a replacement to perform such work.
- ¶107. *Section 6. Assignment, Transfer or Demotion to Another Classification.*
- a. An employee assigned by the City, for the convenience of the City, to a classification lower than the classification to which the employee had been assigned shall receive no reduction in pay.
- ¶108. b. If an employee is transferred to another classification, in lieu of layoff, he shall receive the rate of the classification, to which he is transferred. Such shall be effected pursuant to the Civil Service Rules and Regulations.
- ¶109. c. An employee assigned to a lower classification, as a result of lack of work in his own classification, shall receive no reduction in pay for the first fifteen (15) consecutive work days of continuous service in the new classification. He will, thereafter, receive the pay prescribed by the formula set forth in Section 6(b) hereof.
- ¶110. d. An employee who is demoted voluntarily shall be reduced to the maximum rate for his new classification, if such maximum is less than his present rate, or he shall be paid at the step in the new classification next below in dollars than the amount he was receiving.
- ¶111. *Section 7.* A bargaining unit employee having seniority in a specific classification in his/her department shall be granted preference in shift assignment in his/her respective classification when a position opens up in his/her classification in his/her department.
- ¶112. *Section 8.* Any member of the Refuse Collection Crews who has been in pay status as a Refuse Collector, Chief Collector or Refuse Collection Driver for five (5) years or more and who attains the age of thirty (30) years shall, if he so requests, be assigned to the preferential transfer list by the Director of Personnel. As jobs become available, these employees shall be given prior consideration for transfers to the openings before new employees are hired. This provision represents a recognition by the City of the

physical requirements of Refuse Collection and all Department Heads and Supervisors are expected to live up to the spirit of this provision within the qualifications of the employees involved and within the requirements of Departmental efficiency.

## **ARTICLE IX HOLIDAYS**

- ¶113. *Section 1.* The following days are hereby designated as holidays and they should be paid for, at the employee's normal rate of pay, for one work day, under the following conditions when not worked:

New Year's Day  
Dr. Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

- ¶114. *Section 1(a).* To qualify for the above (Section 1) holiday pay, the employee must be in pay status for 75% of the employee's regularly scheduled hours of work on the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday. In any case in which the employee has exhausted his sick leave entitlement, but was otherwise in pay status during the week in which the holiday falls, a medical certificate attesting that he was sick on the scheduled work day(s) in question will be sufficient to entitle him to the Section 1 holiday pay.

- ¶115. *Section 1(b).* In order to receive holiday pay the holiday must fall on a regularly scheduled workday except:

- ¶116. (1) Any holiday falling on Sunday shall be observed on the following Monday;
- ¶117. (2) Any holiday falling on a Saturday shall be observed on the preceding Friday;
- ¶118. (3) Employees assigned to nonstandard schedules with scheduled days off on Monday through Friday inclusive, shall be paid for any holiday falling, or being observed, on their scheduled day off, provided they otherwise qualify under the provisions of this Article.

- ¶119. *Section 2.* The provisions of Section 1(a) hereof, to the contrary notwithstanding, in the event an employee within a given calendar year is absent on sick leave (see Article X, Section 3 and 4 hereof) two or more times on the work day immediately prior to and/or immediately subsequent to, the holiday (as defined in Section 1 hereof), then for subsequent absences within the subsequent twelve (12) month period, the Department

Head may require a medical certificate certifying the employee's illness on the days in question in order for the employee to be entitled to payment from his sick bank entitlement (Article X, Section 4 hereof) for the absences in question.

- ¶120. *Section 3.* An employee who works on New Year's Day, Veteran's Day, Thanksgiving Day or Christmas Day shall receive his full holiday pay, prescribed by Section 1 hereof, plus special premium pay of two (2) times his regular hourly rate of pay for the hours so worked. Any employee working on any of the remaining Section 1 holidays shall receive his full holiday pay, prescribed by Section 1 hereof, plus premium overtime pay of one and one half (1½) times his regular hourly rate of pay for the hours so worked.
- ¶121. *Section 4.* The provisions of Section 3 hereof, to the contrary notwithstanding, any employee assigned to either a standard or nonstandard work schedule, who accepts an assignment to work on a holiday (or any day being observed as a holiday pursuant to the provisions of this Article), and who fails to report for such work without valid reason shall receive no holiday pay.
- ¶122. *Section 5.* If a holiday occurs during an employee's scheduled vacation, he shall be granted an extra day off without loss of pay.
- ¶123. *Section 6.* If a holiday occurs during an employee's paid sick leave, he shall receive his full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his sick leave allowance.
- ¶124. *Section 7.* Any employee who is requested to work on Easter Sunday by his department head and does so work, shall be paid the rate of two (2) times the employee's regular hourly rate for each worked on Easter Sunday.

## **ARTICLE X VACATIONS**

- ¶125. *Section 1.* For the purpose of this Article the phrase "vacation time off" or "vacation" shall refer to annual leave with pay; which annual leave shall be paid for at the employee's normal rate of pay for one work day for each day of such leave.
- ¶126. *Section 2.* An employee shall be granted vacation time off according to the following schedules:
- ¶127. (a) A new employee who is hired from January 1 through June 30, shall receive one (1) work week of vacation following six (6) continuous months of employment in pay status. A new employee who is hired on

or after July 1 shall receive no vacation in the calendar year in which he/she is hired.

- ¶128. (b) Subject to the provisions of subparagraph (h) hereof, an employee who has completed one (1) year of service from date of hire, in pay status, but less than six (6) years of service in pay status, shall be entitled to two (2) work weeks of vacation in any given calendar year subsequent to completion of one (1) year of service but less than six (6) years of service.
- ¶129. (c) Subject to the provisions of subparagraph (h) hereof, an employee who has completed six (6) years of service from date of hire, in pay status, shall be entitled to vacation time off equivalent to three (3) work weeks during the calendar year in which he will complete six (6) years of service.
- ¶130. (d) Subject to the provisions of subparagraph (h) hereof, an employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to vacation time off equivalent to one (1) work day, in addition to the vacation provided in paragraph (c) above for each completed year of service in pay status subsequent to the sixth year until a maximum of four (4) weeks of vacation time off is attained; the vacation formula of this paragraph (d) shall become operative during the calendar year in which the employee will complete the seventh and subsequent years of service.
- ¶131. (e) For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for a period of time consisting of more than three (3) months, on a cumulative basis, in any given calendar year, or is in pay status for such three months or more period of time solely because he is receiving Workers Compensation benefits from the City, and he was either not hospitalized at all as a result of these injuries or he was hospitalized for a period of time less than two weeks, then the time schedule prescribed in the above subparagraphs for earning vacation time off in the succeeding calendar year shall be reduced in accordance with the following formula: The number of months that the employee worked (consisting of nine months or less) or was in pay status (except for the Workers Compensation days off in pay status exclusion of three months or more, as aforesaid) shall be the numerator and 12 shall be the denominator. This resulting fraction shall be multiplied by the number of days of vacation entitlement to which the employee is entitled in accordance with the above subparagraph and the resulting product shall be rounded off to the next

full day to determine this employee's vacation entitlement for the next succeeding calendar year.

¶132. (f) For the purpose of this Article an employee shall be in pay status in any given calendar month, provided that the employee is in pay status for at least eighteen (18) working days of that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purpose of this Article, he must be in pay status only at least thirteen (13) working days of that month.

¶133. (g) Any employee who is regularly scheduled to work less than fifty-two (52) weeks in a year shall receive vacation time off based on a formula of the number of work weeks regularly scheduled for that employee (rounded off to the nearest multiple of five weeks) divided by fifty; which formula ratio shall be applied to the above schedule which is appropriate for the particular employee based upon his particular completed years of service in pay status.

¶134. As to employees who are cafeteria workers in the Department of Education (e.g., a Food Service Helper) who are regularly scheduled to work the school year (and those who are scheduled to work more than the school year but less than 52 weeks), in addition to the vacation entitlement prescribed by the previous paragraph, these employees shall be entitled to be paid for the following days, under the following conditions, even if such an employee does not work on that day:

¶135. (1) School holidays (but no Fourth of July holiday pay and no Labor Day pay unless the cafeteria worker works on the day after Labor Day; in which latter event he shall receive pay for Labor Day);

¶136. (2) Up to three (3) paid snow days; docking of pay only for the fourth, fifth, etc. snow day. Example: If in a given academic year there are three snow days (e.g. storm emergency or other emergency days on which the students and teachers are excused from class and thus there are no students in school for whom the cafeteria workers are able to prepare the food) then, there shall be no docking of pay at the time of the storm and the extra three (3) days in June (on which the cafeteria workers will work and which the students will go to school to "make up for" the snow days) shall be paid for at a normal day's pay for the cafeteria workers. However if there are five (5) snow days, as so defined then two (2) of these days are docked in the winter time at the time of the snowfall but all five (5) are paid for in June at the

time of the said make up days. The parties expressly agree that the "excess" snow days (i.e. the snow days in excess of three days for which there shall be docking of pay) shall not be charged against the vacation entitlement of the employee. Thus the parties agree that these excess snow days shall be docked from the pay of the cafeteria worker at the time when the snow days occur.

- ¶137. (h) The parties agree that the time schedules regarding employee service from the date of hire, in pay status, prescribed by subparagraph (b), (c) and (d) are based upon the concept of cumulative years of employment with the City in the Blue Collar Division. However the parties specifically agree that in the event an employee terminates his service with the City after less than four (4) years of continuous employment with the City in the Blue Collar Division subsequent to July 12, 1964, then in the event that that employee is rehired by the City to a position in the Blue Collar Division, the vacation entitlement prescribed by subparagraph (b) hereof must be based upon continuous years of service, in pay status, effective from the most recent date of rehire by the City into a position in the Blue Collar Division.
- ¶138. *Section 3.* Each employee shall submit his/her vacation requests in writing to his/her department head by June 1st of the year in which vacation is to be taken. Except as provided hereafter, an employee shall be granted his vacation time off by seniority preference, throughout a calendar year, subject to the demands of service. Any employee who requests vacation after June 1 shall lose his/her seniority preference.
- ¶139. An employee must take his vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of his department head (which prior approval should be based on a request by the employee to the department head made at least one (1) week prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one week "prior request" provision may be waived by the department head under exceptional circumstances.
- ¶140. Two (2) weeks vacation time off may be accumulated by an employee and deferred to the next calendar year with the approval of the department head and the Mayor (or the Mayor's designated representative).
- ¶141. *Section 4.* Employees shall not be called back to work while on vacation except in emergency situations or except under the provisions of Article IV, Section 7(a) hereof.
- ¶142. *Section 4(a).* Notwithstanding the provisions of Section 4, every employee is expected to respond to a call to work in the event that the City is designated a disaster area.

- ¶143. *Section 5.* When an employee's services are terminated by the City because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him as per the provisions of Section 2, subparagraphs (b), (c), (d), (e), (g) or (h) hereof, plus any approved deferred vacation, in the event that the employee, prior to said death, resignation, etc. had not actually taken vacation time off from work.

## ARTICLE XI LEAVE PROVISIONS

- ¶144. *Section 1.* For the purpose of this Article, sick leave is defined as the absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers' Compensation Act) or absence from work for medical or dental treatment which cannot be scheduled during the employee's nonworking hours. Sick leave shall be granted without loss of the employee's normal pay, to the extent of the employee's sick leave eligibility as prescribed by Section 4 hereof.
- ¶145. *Section 2.* Any employee absent for a condition covered by the Connecticut Workers Compensation Act, which absence is less than seven (7) days may elect to be compensated for the first three (3) days of such absence and have those days charged against his sick leave eligibility.
- ¶146. *Section 3.* Effective January 1, 1971, an employee injured in the course of, and in the performance of, his employment with the City, for those injuries which initially occurred subsequent to January 1, 1970 and for the injuries which render the employee totally incapacitated per the Connecticut Workers' Compensation Act, shall, for a period of one (1) year from the date of the injury, be paid the difference between the amount he received as weekly compensation pursuant to the said Workers' Compensation Act and the amount of his regular straight time weekly earnings, provided that in no event shall the total of both payments exceed the employee's net weekly salary.
- ¶147. *Section 4. Sick Leave Accrual.* An employee shall be credited for sick leave eligibility, as hereinafter noted, for each completed calendar month in pay status with the City subsequent to January 1, 2002, and shall carry forward on that date unused sick leave accumulated as of December 31, 2001 by virtue of the predecessor Agreement (effective July 1, 1996) between the Union and the City. Sick leave eligibility for the period commencing January 1, 2002, shall be as follows.
- ¶148.     a.     For regular full-time employees one and one-quarter (1.25) working days for each complete calendar month in pay status.



- ¶149. b. For regular part-time employees six (6) working hours per month for each complete calendar month in pay status.

These sick leave amounts shall be adjusted accordingly for any employee who works a four-day workweek.

- ¶150. For the purpose of this Article, the phrase "complete calendar month in pay status" shall mean that the employee is in pay status in at least eighteen (18) working days in that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purposes of this Article, he must be in pay status only at least thirteen (13) working days of that month.

¶151. *Section 5. Maximum Accumulation of Sick Leave.*

- a. Effective January 1, 2002, the maximum amount of sick leave that a full-time employee may accrue is one hundred fifty (150) days. Any employee who has more than that amount accrued as of January 1, 2002 shall have his accrual rate frozen or red-circled at the pre-January 1, 2002 rate and shall not accrue additional sick leave unless his accrual goes below 150 days.

- ¶152. b. Effective January 1, 2002, the maximum amount of sick leave that a regular part-time employee may accrue is five (500) hours. Any such employee who has more than that amount accrued as of January 1, 2002 shall have his accrual rate frozen or red-circled at the pre-January 1, 2002 rate and shall not accrue additional sick leave unless his accrual goes below 500 hours.

¶153. *Section 6. Payment of Sick Leave on Retirement or Death.*

- a. Except as provided below, in the event of retirement (as retirement is hereinafter defined) or death, an employee (or the employee's estate) shall receive, as terminal pay, one half (½) of his then accumulated sick leave, but in no event to exceed seventy-five (75) working days for permanent full-time employees (and 250 working hours for permanent part-time employees) valued at the applicable rates in use at the time of accrual. For an employee with fifteen (15) or more years of service as of December 20, 2001, the maximum terminal pay shall not exceed one hundred (100) working days for permanent full-time employees and 500 working hours for permanent part-time employees. For the purpose of this section, the phrase "retirement" shall mean retirement of the employees pursuant to the City of Waterbury Retirement System provisions, or retirement, pursuant to the Social Security Law, so-called, for those employees who, while employed by the City, participated in the Social Security System and who had ten (10) years of employment with the City as of the date of their "Social Security Retirement."

- ¶154. Terminal pay as provided for above shall be given upon normal retirement only if the employee has given the City written notice of his/her intention to retire at least twenty-one (21) days prior to the intended date of retirement.
- ¶155. b. An employee or the employee's estate may elect to receive his Section 6 terminal pay by either of the following methods:
- (1) Upon death, a lump sum payment unless the estate opts for deferral to subsequent January.
  - (2) Upon retirement:
    - (a) if \$10,000 or less, a lump sum payment with the employee's option to defer to the subsequent January;
    - (b) if over \$10,000, the City's option to pay in installments over up to three-years with the first payment being \$10,000, the second payment the balance if \$10,000 or less, and the third payment the balance if any remains.
- ¶156. *Section 7. Medical Certificate.* An acceptable medical certificate signed by a licensed physician will be required of an employee by his Department Head to substantiate a request for sick leave for the following reasons:
- ¶157. (a) Any period of absence consisting of more than six (6) consecutive work days;
- ¶158. (b) To support a request for such leave during annual leave, (that is, the paid vacation period prescribed by Article X hereof);
- ¶159. (c) Leave of any duration, if absence from duty recurs frequently or habitually, provided the employee has been warned in writing that such certificate will be required.
- ¶160. *Section 8. Advance Sick Leave.* An employee who has exhausted his sick leave may request in writing an advance of additional sick leave. Such request shall be reviewed by a Committee of Three, consisting of the employee's Department Head, the Personnel Director and the Budget Director or his Assistant, which Committee will consider the employee's record as a whole including his length of service and his use and/or abuse of his sick leave privileges in the past. In no event shall the Committee approve advance sick leave in excess of thirty (30) working days for any one request and in no event shall the Committee approve the request unless the employee has exhausted all the vacation time earned by him per the provisions of Article X hereof. If an employee gets an advance of paid sick leave and either fails to return to work and or terminates employment within six months of such advance, then unearned, advanced

leave must be paid back. An employee who is granted advance sick leave shall be required to sign a wage deduction authorization form and related promissory note to ensure that the advance is repaid.

- ¶161. *Section 9. Contribution of Sick Leave.* In addition, an employee (Employee A) shall be permitted to contribute days from his/her sick leave accumulation (Section 4 hereof) to another employee (Employee B) who suffers prolonged illness and whose sick leave accumulation has been exhausted. The Union shall notify Employee B's Department Head when Employee B's sick leave accumulation has been, or in the immediate future will be, exhausted. Prior to Employee B being permitted to borrow sick days, he shall have exhausted and utilized all of his vacation entitlement (Article X) and all of his personal leave (Section 9 hereof) in addition to exhausting his/her said sick leave accumulation. A "signup" sheet shall be provided in each Department for the purpose of permitting employees to donate sick leave accumulation days to the ill fellow employees as per the provisions of this Section. An individual employee may donate up to 20 of his "sick days" per calendar year. Donated sick leave days, which are not utilized by the intended donor, shall be returned to the donor.
- ¶162. *Section 10. Funeral Leave.* In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall start at the date of death and continue through, and include, the date of burial, except that in no event shall such leave be less than three (3) work days commencing with the day of death. For the purpose of this Article, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents or former legal guardian, or any relative domiciled in the employee's household.
- ¶163. In the case of an aunt, uncle, niece or nephew of the employee, one (1) day of funeral leave shall be granted to the employee.
- ¶164. If the death of the relative occurs during the employee's vacation then additional days will be granted to the employee equal in number to the amount of funeral days permitted for the death of the relative in question as per the provisions of the two previous paragraphs.
- ¶165. If a death should occur in the "immediate family" outside of the State, an employee may take up to three (3) vacation or personal days in addition to the above. If vacation and personal days have been exhausted, the employee may use up to three (3) sick days.
- ¶166. *Section 11. Personal Leave.* Effective January 1, 2002, each employee who was an employee on January 1 of the pertinent year shall be granted three (3) personal days, as a day off with pay, within the calendar year subject to the demands of service as

determined by the department head, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided further that he has satisfactorily completed his probationary period as a new employee. A personal day may not be carried over to the following calendar year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Department Head at least one week prior to the date of the requested personal day.

It is agreed that only personal leave may be used for routine medical appointments and shall be used in four (4) hour increments only.

¶167.

¶168.

## **ARTICLE XII GRIEVANCE PROCEDURE**

¶169. *Section 1.* The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances, which will be resolved only after a formal appeal and review.

¶170. *Section 2.* A grievance shall be defined as a dispute between the City and the Union or an employee and the City involving an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement or of a written City rule or regulation or a condition affecting the employee's health or safety. Such grievances shall be processed in the manner hereinafter set forth. Any employee shall have the right to have union representation present with him at any step of the Grievance Procedure if he so desires.

¶171. **STEP 1.** An employee shall present his grievance to his immediate supervisor within seven (7) working days of the occurrence giving rise to the grievance. The supervisor shall make careful inquiry into the facts and circumstances of the complaint and attempt to resolve the problem promptly and fairly. He shall give his answer to the employee within two (2) working days of the date that the grievance was submitted to him.

¶172. **STEP 2.** An employee who is dissatisfied with the decision of his supervisor may submit the grievance in writing to the department head within five (5) working days of the receipt of the answer of the supervisor in Step 1 hereof. The department head shall make a separate investigation and inform the employee in writing of his

decision and the reasons therefore within five (5) working days of the date he received the grievance.

- ¶173. **STEP 3.** If an employee is dissatisfied with the department head's decision (rendered pursuant to Step 2 hereof), the employee may request, in writing, a review of the alleged grievance by the Director of Personnel. Such request must be accompanied by a statement of all the facts and of the nature of the grievance and also by all written answers given thereto. Such request for review must be presented to the office of the Director of Personnel within seven (7) working days of the date of the receipt of the Department Head's answer. Copies of the said written request for review (by the Director of Personnel) shall be sent by the employee, or his authorized representative, to the Department Head at the time that the grievance is filed with the Director of Personnel pursuant to the procedures outlined in this Step 3. The Director of Personnel shall convene a meeting within five (5) working days of the receipt of the Step 3 request for review.
- ¶174. The Director of Personnel, or his designated representative, and witnesses, the Department Head or his designated representative, and witnesses, shall attend the said meeting for the purpose of reviewing the grievance. Within seven (7) working days of the date of the meeting, the Director of Personnel shall render his recommendation, in writing, to the employee and his authorized representative and shall send a copy of his recommendation at the same time to the Department Head.
- ¶175. *Section 3.* In the event a satisfactory solution to the grievance does not result by following the grievance procedure established in Section 2 hereof, then the Union, within ten (10) working days of the receipt of the decision of the Personnel Director (in Step 3 of the Grievance Procedure) may request the Connecticut State Board of Mediation and Arbitration to provide mediation service.
- ¶176. *Section 4.* In the event that mediation does not resolve the grievance, then the Union may request the Connecticut State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration, in writing, with a copy of the request to the Personnel Director, within ten (10) working days subsequent to the written or verbal statement by the Mediator that he is unable to resolve the grievance through the mediation mechanism.
- ¶177. *Section 5.* The decision of the arbitrator, or of the arbitration panel, in Section 4 hereof, shall be final and binding on both parties. The fees of the arbitrator, or of the arbitration panel, if any, shall be borne equally by both parties.
- ¶178. *Section 6* The authority of the arbitrator, or of the arbitration panel, shall be limited to the interpretation and application of the provisions of this Agreement. The said

arbitrator or arbitration panel shall have no authority to add to, or subtract from, this Agreement.

- ¶179. *Section 7.* Any grievance not processed by the Union and/or the aggrieved employee in accordance with the time limits specified in this Article shall be deemed waived. In the event that the time limits prescribed in Steps 1 through 3 inclusive of the Grievance Procedure (as set forth in Section 2 hereof) is not substantially complied with because of failure of the person (who is required to make the decision at the step in question) to render his decision within the time limits prescribed, then the aggrieved employee may automatically process his grievance to the next step without waiting further for the decision of the person in the step in question. However, the time limits specified in the said step procedure may be extended by the written agreement of both parties to the Grievance Procedure at the step in question.
- ¶180. *Section 8.* If an aggrieved employee's "immediate supervisor" (as that term is utilized in Step 1 of the Grievance Procedure) and/or the employee's department head (as that term used in Step 2 of the Grievance Procedure) are members of a labor organization, then the decision of such immediate supervisor or such department head shall not set a precedent as to contract interpretation or enforcement. "Immediate Supervisor" for the purposes of this Section shall mean those persons by whom the employee is assigned work.
- ¶181. *Section 9.* Any demoted, suspended or discharged employee may process a grievance by commencing the processing thereof in accordance with the procedures of Step 3 of the Grievance Procedure; that is in accordance with the procedure prescribed in Section 2, Step 3 hereof. However, such an employee must file such grievance, in writing, within five (5) working days of the effective date of such demotion, suspension or discharge.
- ¶182. *Section 10.* Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of this Grievance Procedure may be omitted.
- ¶183. *Section 11.* Written letters of reprimand will be removed from the employee's personnel file in the employee's Department and in the Personnel Department twenty-four (24) months subsequent to the issuance of the letter of warning provided there is no disciplinary action, including warning letters, taken against the employee during the said twenty-four (24) month period pertaining to the same issue.

### **ARTICLE XIII SAFETY AND HEALTH**

- ¶184. *Section 1.* Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
- ¶185. *Section 2.* Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules or of the Occupational Safety and Health Act, the matter shall be considered immediately by the Department or Bureau Head. If the matter is not adjusted satisfactorily, a grievance may be processed according to the Grievance Procedure.
- ¶186. *Section 3.* Helmets shall be furnished to employees on jobs wherever overhead hazards are possible, and foul weather gear shall be furnished whenever situations warrant, and shall be worn and used by all employees. Failure to wear helmets shall be cause for immediate disciplinary action commencing with a written warning.
- ¶187. *Section 4.* Employees assigned to cleaning sludge storage tanks, employees assigned to sewer cleaning, employees assigned to auto mechanic duties and employees assigned to entering boilers in the plants of the Department of Education or Park Department for the purposes of cleaning the boilers, shall be furnished protective clothing while performing these assignments.
- ¶188. *Section 5.* Uniforms shall be furnished to Blue Collar Division employees. These uniforms shall be furnished twice a year if both summer and winter uniforms are needed, no later than during the second month of the spring and fall seasons. The current policy concerning cleaning of uniforms shall be continued, however each employee's uniform and/or protective clothing shall be cleaned at least once a week. (Any employees assigned to sewer cleaning shall have two sets of uniforms cleaned each week.) To the extent necessary for an individual refuse collector, gloves shall be issued once a week for Refuse collectors and as required for employees in other departments. Employees (or their replacements) who were furnished uniforms in 1979 will continue to receive such uniforms for the duration of this Agreement if their work continues to require uniforms.
- ¶189. Any employee to whom a uniform is furnished shall be required to wear such uniform. Any employee who loses or damages a uniform other than through normal usage and wear shall be responsible to replace the uniform at his/her own expense. Failure to wear a furnished uniform shall be cause for immediate disciplinary action commencing with a written warning.

#### ARTICLE XIV COMPLETE AGREEMENT

¶190.

- ¶191. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

## **ARTICLE XV UNION ACTIVITIES**

- ¶192. *Section 1.* The Union shall certify in advance the names of the Union authorized Delegates, no more than six in number, to attend the following functions without loss of pay for the period required to attend the functions:
- (a) Annual State Labor Convention;
  - (b) International Convention;
  - (c) Council #4 Conferences, not to exceed five (5) annually.
- ¶193. The Union shall certify in advance the names of union authorized delegates, no more than six in number, who are designated by the Union to attend Local 353 seminars, provided the aggregate number of work days to be paid by the City for attendance at the seminars does not exceed fifteen (15) work days in total.
- ¶194. *Section 2.* The Union shall notify the Personnel Director and the Clerk of the Board of Aldermen in writing of the names of all officers and stewards.
- ¶195. *Section 3.* Union activities required to administer this Agreement shall be carried on with the approval of the department head or authorized City official. It is agreed that the Union President shall be allowed up to three hundred twenty (320) hours of paid leave per fiscal year in which to conduct such activities.
- ¶196. *Section 4.* The Union may utilize any school auditorium of appropriate size for regular and special membership meetings (not to exceed fourteen (14) annually) at no charge to the Union.
- ¶197. *Section 5.* The President, Vice-President and Grievance Chairman of Local 353 are hereby granted "super seniority" in regard to selection of shift preference in those employees classifications in their respective departments.

## **ARTICLE XVI NO STRIKE OR LOCKOUT**



- ¶198. During the life of this Agreement, there shall be no strikes, slowdown, suspension or stoppage of work in any part of the City's operations by any employee or employees and there shall not be any lockout by the City in any part of its operations.

## ARTICLE XVII WAGES

- ¶199. *Section 1. Pay Plans.* The pay plan schedules effective during the term of this Agreement shall be calculated when this Agreement becomes final and shall be attached hereto as Appendix A.

Effective on the last day of this Agreement, June 30, 2005, Step A shall be eliminated from the Pay Plan. At such time, Step A-1 shall be re-lettered as Step A. .

- ¶200. *Section 2. Bonuses.*

- a. As soon as practicable following approval of this Agreement, one-time, lump-sum bonuses in the following gross amounts shall be paid to regular bargaining unit employees who have completed the probationary period:
  - (1) for a full-time, twelve month employee, three thousand dollars (\$3,000.00);
  - (2) for a part-time and/or ten-month employee, a pro rata portion of the payment for a full-time, twelve-month employee.
- b. Bonus payments based on the amounts above shall be made to those individuals who retired from bargaining unit positions on or after July 1, 1999 and prior to approval of this Agreement, prorated from July 1, 1999 to the date of the individual's retirement. This payment shall not result in recalculation of the retiree's pension, which shall remain at the amount for which the retiree was eligible prior to this bonus.
- c. The provisions of Appendix B notwithstanding, up to one-half of the bonus (to a maximum of \$1,500) shall be included in any one year of "regular annual pay" for the purpose of calculating the pension of an employee with eighteen (18) or more years of credited service in the retirement plan as of the date of the approval of this Agreement. Since bonus payments may be included in pay for retirement purposes, retirement contributions shall be made on bonus payments.
- d. Except as provided in c above, bonus payments shall not be included in the employee's base rate.

**¶201. Section 3. General Wage Increases.**

- a. Effective and retroactive to July 1, 2001, the Pay Plan shall reflect an increase of two and one-half percent (2.5%) over the Pay Plan in effect as of June 30, 2001. Employees who retired on or after July 1, 2001 shall receive payments for retroactive wage increases but this payment shall not result in recalculation of the retiree's pension, which shall remain at the amount for which the retiree was eligible prior to the retroactive wage increase.
- b. Effective July 1, 2002, the Pay Plan shall reflect an increase of two and one-half percent (2.5%) over the Pay Plan in effect as of June 30, 2002.
- c. Effective January 1, 2004, the Pay Plan shall reflect an increase of two and one-half percent (2.5%) over the Pay Plan in effect as of December 31, 2003.

Employees' pay shall reflect these general wage increases on such subsequent payday as is consistent with the City's prior practice for implementing wage increases.

**¶202. Section 4. Step Advancement During the Term of This Agreement.**

- a. Effective September 1, 2003, all employees who are eligible shall be advanced one step on the pay plan; provided, however, that no employee's rate of pay shall increase by more than three and one-half percent (3.5%) as a result of such advancement, even if this limitation leaves an employee off-step or between steps.
- b. Effective September 1, 2004, all employees who are eligible shall be advanced one step on the pay plan; provided, however, that no employee's rate of pay shall increase by more than three and one-half percent (3.5%) as a result of such advancement, even if this limitation leaves an employee off-step or between steps. An employee who is at maximum and does not receive a step shall receive a one-time cash bonus in the amount of the average dollar value of the step increases granted.
- c. Except as provided herein, there shall be no step advancement for any employees for the duration of the Agreement.

Employees' pay shall reflect the step advancements provided herein on such subsequent payday as is consistent with the City's prior practice for implementing step advancements.

**¶203. Section 5. Weekly Rate of Pay for Incentive Plan.** For those employees on an incentive plan, the effective weekly rate will be determined by multiplying the employee's normal hourly rate by forty (40).

- ¶204. *Section 6. Ten-Wheeler Premium.* Any employee (except an employee occupying the classification of Street Department Motor Equipment Operator) who is required to operate a "tenwheeler" truck shall receive an additional twenty cents (\$0.20) per hour for each hour that he operates the tenwheeler in question. This twenty cents (\$0.20) per hour payment shall be in addition to the appropriate wage increase prescribed in this Article.
- ¶205. *Section 7. Use of Private Vehicle.* The City shall reimburse any employee, who is authorized to use a private automobile while engaged in City business as per the provisions hereof the amount prescribed in Section 8 or 9 provided the following conditions, and each of them, are met:
- ¶206. (a) The use of the private automobile by the employee for, and in the course of, City business must, in the first instance be requested by the employee's Department Head;
- ¶207. (b) The authorization for use must be approved in advance, in writing, by the Department Head and by the Budget Director and a copy furnished to the employee;
- ¶208. (c) The minimum period of authorization shall be six (6) months. If the authorization is not terminated, as hereinafter prescribed it shall be automatically renewed for an additional six-month period. Termination of the authorization shall be effected by written notice from the Department Head and the Mayor. The termination notice shall be given to the employee two (2) weeks prior to the expiration of any given six (6) months of authorized use.
- ¶209. *Section 8. Payment for Use of Private Vehicle.* Any employee who is authorized to use a private automobile while engaged in City business and who meets all the requirements of Section 7 hereof shall be compensated at the rate of two hundred dollars (\$200.00) per month.
- ¶210. However, as to any given calendar month in which the employee is absent for ten consecutive work days (either because of illness, vacation or otherwise), there shall be deducted from the said monthly car allowance of two hundred dollars (\$200.00) per month an amount of ten dollars (\$10.00) for each work day of absence commencing with the eleventh consecutive work day of absence.
- ¶211. *Section 9. Payment for Use of Private Vehicle.* Each employee who receives a private motor vehicle allowance per the terms of Sections 7 and 8 of this Article shall transmit to the Comptroller's Office a copy of a Certificate of Insurance covering the said private automobile indicating amounts of coverage for bodily injury in amounts of at least \$100,000-\$300,000 and property damage liability in the amounts of at least \$20,000-\$20,000. The insurance certificates will indicate that the City of Waterbury is

a covered party under the certificate to the extent that the said private automobile is being utilized for the performance of business for the City. Failure of the employee to transmit said Certificate of Insurance to the Comptroller's Office within thirty (30) days of the receipt by the employer of the written authorization prescribed by Section 7 hereof (or within thirty (30) days of the renewal of the underlying liability insurance policy) shall be grounds for the department head to terminate the authorization; anything in the provisions of Section 11 to the contrary notwithstanding. The aforementioned insurance policies must also be approved for form and content by the Corporation Counsel's office.

¶212. *Section 10. Mileage Reimbursement.* In the event that an employee is requested by his department head to use the employee's private automobile on infrequent occasions (the department head not having requested the employee to utilize his private automobile in connection the City work as per the provisions of Section 8 hereof), the employee shall be reimbursed for the use of his private automobile at the rate of 26 cents per mile for each mile traveled in connection with the City business requested by the department head. The Department Head shall issue to the employee a written statement indicating that on the date in question that he (the Department Head) is requesting the employee to use his private automobile in connection with the City business on that particular day.

¶213. *Section 11. Use of Private Vehicles by Painters.* There had been a practice in the School Department in regard to the occupants of the Painter I and Painter II positions utilizing their private motor vehicles in connection with their work for the City. These employees had not received the Section 9 private automobile allowance. In recognition of this usage, the City will pay the occupants of these positions the sum of sixty-five dollars (\$65.00) per month for the use of their motor vehicles without requiring the Section 10 insurance certificate and the City agrees that their motor vehicle usage, in City business, shall not be increased above the current usage.

¶214. *Section 12. Water Filtration Plant.* It is agreed by the parties that if the City decides to employ, at its Water Filtration Plant, individuals in job classifications covered by this Agreement, then this Agreement will be reopened with respect to appropriate wages to be paid to Water Department employees.

¶215. *Section 13. Refuse Classifications and Premiums.* The City shall eliminate the positions of Refuse Driver and Refuse Collector. The impact of these position eliminations shall be addressed as follows:

- a. Incumbents in the positions will be retained but no new Refuse Drivers or Refuse Collectors will be hired.
- b. Work assignments and pay differentials shall be as follows:
  - (1) Driving refuse routes (including junk run) - 30 cents per hour;

- (2) Driving recycling routes (including metal run) – 20 cents per hour;
- (3) Refuse collection – no differential.

Chief Collectors assigned to driving will be responsible for the supervision of the other Chief Collectors on the route and will be accountable for the efficient and proper collection of materials in accordance with all Civil Service and Department rules and regulations. Only the Chief collector who has been officially assigned to a driving assignments is entitled to a differential.

- c. Chief Collectors will be asked twice per year and when there is a vacancy, by seniority, whether they would like to drive a refuse route, drive a recycle route or collect.
- d. If the Chief Collector assigned to drive is absent, the Refuse Supervisor will assign a Chief Collector to drive.

## ARTICLE XVIII INSURANCE

### ¶216. *Section 1. Health Insurance.*

Effective November 1, 2001 or the first day of any subsequent month when it is practical for the City to do so, the City shall provide and continue in full force and effect the insurance program described below:

- ¶217. a. Each employee shall have the option to enroll in one of the following medical insurance plans:
- ¶218. (1) The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and 25% professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.
- ¶219. (2) The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out of network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.
- ¶220. (3) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted.. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care

office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

- ¶221. Effective on implementation of the above medical insurance plans, each employee shall pay the following portion of the premium or premium equivalent for the above programs:

Century Preferred	20.0 percent
BlueCare POS	12.5 percent
BlueCare POE	5.0 percent

The above notwithstanding, the following premium cost sharing shall apply to employees with the base annual salaries set forth below, for the fiscal years ending June 30, 2002, June 30, 2003 and June 30, 2004:

Base Annual Salary July 1 *	Premium Cost Sharing Applicable								
	Century Preferred			BlueCare POS			BlueCare POE		
	FY02	FY03	FY04	FY02	FY03	FY04	FY02	FY03	FY04
Under \$20,000	6%	13%	20%	3%	6%	12.5%	1%	3%	5%
\$20,000-\$24,999	10%	15%	20%	4%	8%	12.5%	4%	4%	5%

- \* For fiscal year July 1, 2001 through June 30, 2002, the July 1 salary shall be that in effect on July 1, 2001 without regard to any changes that may occur as a result of the interest arbitration process.

Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

- ¶222. b. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90 day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For

non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1,000.00).

Effective on implementation of the above medical insurance plans, each employee who is enrolled in the prescription plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

- ¶223. c. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).

Effective on implementation of the above medical insurance plans, each employee who is enrolled in the dental plan shall pay 20 percent of the premium or premium equivalent, by payroll deduction.

- ¶224. d. The City shall maintain a plan pursuant to Section 125 of the Internal Revenue code, to allow pre-tax payment of premium cost shares to the extent permitted by law.

- ¶225. *Section 2. Life Insurance.* The City shall provide, without charge, life insurance in accordance with the City policy. The amount of life insurance to be geared to the employee's base salary rounded up to the next one thousand dollars (\$1,000.00). Employees shall be entitled to obtain additional insurance coverage up to a maximum of once their base salary, not to exceed fifty thousand dollars (\$50,000.00), at the City's prevailing rate per each one thousand dollars (\$1,000.00) of coverage. In addition, for the duration of this Agreement, the City shall continue to provide payment of the table of benefits prescribed in the master life insurance policy for accidental death and dismemberment.

- ¶226. *Section 3.* The City reserves the right to provide coverage comparable to that specified above.

- ¶227. *Section 4.* Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.



## **ARTICLE XIX PENSION**

¶228.

¶229. *Section 1.* The parties have agreed on a vesting of Pension Rights and other amendments to the Charter-prescribed pension benefits for employees as set forth below. The provisions of this Article shall supersede any contrary provisions of the Charter.

¶230. *Section 2. Definitions:*

¶231. a. The parties agree that the term "employee" or "employees" as used in this Article XVIII shall mean and refer to employees as that term is defined in Article I, Sections 1 and 2 of this Agreement. The parties further agree that the term "employee" or "employees" as used in this Article XIX shall also mean and refer to, and be limited to, regular participants as the phrase "regular participants" is used in Chapter 27 of the 1967 and subsequent revisions of the Charter of the City of Waterbury. The parties also agree that the said term "employee" or "employees" as used in this Article XIX shall not include bargaining unit members who were hired prior to April 11, 1988, and who as of the date of their hire had passed their fiftieth birthday when entering the service of the City, or who were hired subsequent to April 11, 1988, and who, having passed their fiftieth birthday when entering the service of the City, elected to participate in the Social Security System. The parties agree that such personnel are excluded from the definition of "regular participant" as per the provisions of Section 2751 of the said Charter of the City of Waterbury.

¶232. b. Effective March 7, 1983, for the purpose of computing the vesting rights or pension benefits (service or disability) prescribed by this Article, the parties specifically agree that, in the computation of these benefits, the eight months or more of service to the City in the "last" year of employment with the City will constitute one year of service for the purpose of computation of the said retirement and/or vesting rights benefits. (See also Section 16 for Military Service credit.)

¶233. c. As utilized in this Article XIX, the phrase "regular annual pay" shall be defined to mean the employee's average annual base salary plus shift differential, longevity and payment for work in a higher classification, averaged over the employee's last three (3) years of service.

¶234. d. Effective March 7, 1983, as utilized in this Article XIX, the word "retiree" shall refer to a former employee who is currently receiving benefits per the provisions of this Article and/or of Chapter 27 of the City Charter.

¶235. e. As utilized in this Article, the phrase "application for retirement", "application for vesting rights benefits", or the phrase "date of application for retirement" or similarly worded phrases shall be defined to refer to mean the last date the retiree was an active employee.

¶236. f. No retiree shall be pensioned off with a pension greater than seventy-five percent (75%) of his/her annual base salary at the time of their retirement.

¶237. g. The term "totally and permanently disabled" shall be defined to mean the inability to perform any substantial gainful activity by reason of any medically determinable physical or mental impairment. To qualify under this definition, an employee must have a severe impairment that makes the employee unable to perform his/her previous work or any other substantial gainful activity which exists in the state economy.

¶238. h. The term "spouse" shall be defined to mean (1) the legal spouse, as evidenced by a valid marriage certificate, of the employee at the time of employee's death but prior to the employee's retirement, or (2) the legal spouse, as evidenced by a valid marriage certificate, of the employee at the time of the employee's election to retire.

¶239. i. The term "recognized dependent" shall be defined to mean acknowledged children under the age of eighteen (18) born to or adopted by the employee as of or prior to the time of retirement or death.

¶240. *Section 3.* The pension benefits granted to employees as per the provisions of this Article XIX shall be applicable and prevail, as stated in those Sections over anything in the Charter of the City of Waterbury and in particular Chapter 27 of the said 1967 and subsequent revisions of the Charter of the City of Waterbury, to the contrary notwithstanding. The parties further agree that the Charter provisions relating to pension benefits or options and contribution rates or other employee obligations, as prescribed and detailed in said Chapter 27 of the said Charter of the City of Waterbury, will remain in full force and effect and will remain unaffected by the provisions of this Article XIX unless any sections hereof specifically detailed and prescribe a pension benefit or a pension contribution rate or a pension obligation which is contrary to a Charter provision.

¶241. *Section 4. Employee Contributions.* All employees shall contribute nine and one-half percent (9½%) of their regular annual pay as defined in Section 2(c) of this Article.

Effective as soon as practicable following approval of this Agreement, the City shall take steps to permit pension contributions on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code. It is understood that implementation of pre-tax contributions may occur only to the extent and under such conditions as required by law.

- ¶242. *Section 5. Eligibility for Normal Retirement.* Any provision of the said Charter of the City of Waterbury to the contrary notwithstanding, eligibility for retirement shall be as follows:
- a. An employee employed prior to December 12, 2001 shall be eligible to retire following twenty-five (25) years of service to the City, regardless of age.
  - b. An employee hired on or after December 12, 2001 shall be entitled to retire after twenty-five (25) years of service to the City provided such employee has attained age fifty-five (55).
  - c. An employee shall be entitled to retire after fifteen (15) years of service to City provided such employee has attained age sixty-five (65).
- ¶243. *Section 6. Benefit Formula.* The benefit formula for years of credited service on or after January 1, 2002 shall be two percent (2%) per year of credited service. An employee's benefit per year of credited service for service prior to January 1, 2002 shall not be reduced.
- ¶244. *Section 7. Disability Pension.* Any employee who completes ten (10) or more years of employment with the City shall be eligible for a disability pension in the event that the employee becomes totally and permanently disabled as defined in Section 2(g) and as determined by the two impartial competent medical examiners appointed by the Retirement Board. The parties specifically agree that the provisions of Section 2753(a) of the Charter, dealing with disability pensions, shall not be amended or repealed by the terms specifically enumerated in this Section 7. Also, the parties specifically agree that no disability pension shall be granted by the Retirement Board, pursuant to the provisions of this Section 7, on the basis of any partial disability as determined by the two impartial competent medical examiners appointed by the Retirement Board.
- ¶245. In the event that the said two impartial competent medical examiners determine that the employee has sustained a disability which totally and permanently disables him then, the Retirement Board, upon appropriate application from the employee shall award an annual disability pension to the disabled employee in the greater amount of: (a) the regular service pension to which the employee would have been entitled as of the date of his aforesaid permanent and total disability (that is, the amount computed pursuant to the provisions of the Charter and/or of any appropriate provisions of this Article XIX) or (b) a minimum of twenty-five percent (25%) of the employee's annual base salary as defined in Section 2(c) of this Article; which in either case shall be offset by any Workers' Compensation benefits which the employee may receive. A disability pension together with Workers' Compensation benefits shall not exceed fifty percent (50%) of the disabled employee's regular annual pay as defined in Section 2(c) of this Article.
- ¶246. *Section 8. Survivorship Benefits.*

- a. Upon application for retirement benefits, an employee may elect to receive an actuarially reduced joint and survivor retirement benefit, pursuant to which the surviving spouse or recognized dependent of the retiree (as identified and designated at the time of his retirement) receive a "Survivorship Benefit." The employee may elect a Survivorship Benefit in an amount equal to one-half (50%) or one hundred percent (100%), with the appropriate actuarial reduction.
- b. Anything in Section 2745 of the Charter to the contrary notwithstanding, the surviving spouse or recognized dependent of an employee who dies before retiring but while eligible to receive a full normal retirement benefit, shall receive a "Survivorship Benefit" in an amount equal to one-half of the pension the deceased employee would have received if he had retired the day before his death and elected an actuarially reduced pension benefit pursuant to subsection (a) above.

¶247. *Section 9. Interest on Employee Contributions.* The parties agree that pursuant to the powers granted to the Retirement Board per the provisions of Section 2706 and 2710 of the Charter, the Retirement Board has established a policy of paying interest on the employee contributions at the rate of 4% per annum compounded annually on those contributions made plus any interest accrued for the preceding complete calendar year; it being understood that the said 4% per year interest calculation shall accrue only as of December 31 of the said preceding complete calendar year for the total amount of the contributions made by the employee during the said preceding calendar year.

¶248. *Section 10. Vesting.* Effective as of March 7, 1983, an employee shall have vesting rights in his pension benefits if, prior to retirement eligibility as per the provisions of Section 5 or 6 hereof, he terminates his service with the City for any reason (other than death) after ten completed years of employment by the City. The "vesting rights" shall consist of the following:

- a. If the terminated employee who has completed the aforesaid ten complete years of employment by the City, elects to allow his contributions to the pension system to remain with the City Retirement Fund, then the terminated employee may obtain a "reduced pension" as of the date that the said employee would have been entitled to be eligible to receive a pension (per the provisions of Sections 5 or 6 hereof) if he had not terminated his employment with the City.
- b. The amount of the "reduced pension" referred to in the previous sentence shall be two percent (2%) of "regular annual pay" (as defined in Section 2(c) hereof) multiplied by the numbers of years of employment (between 10 and 25 years) by the City.
- c. Employees who are eligible to receive vested pension rights/benefits, but are not eligible for a full normal retirement benefit at the time of their separation from

employment, shall not be eligible for any retiree medical or life insurance benefits.

¶249. *Section 11. Survivor Benefit on Death of Vested Participant.* If the terminated employee elects to obtain a "reduced pension" benefit as prescribed in Section 10 hereof and then dies subsequent to the date of such election (and subsequent to the date of his termination of employment with the City) then his spouse or recognized dependent (as these terms are defined in Sections 2(h) and 2(i) of this Article) may obtain a "reduced pension" as of the date that the terminated employee would have been entitled to receive a reduced pension. Such reduced pension for the said spouse or recognized dependent shall be an amount which is one half (50% of the reduced annual pension which would have been payable to the terminated employee (as per the provisions of Section 10 hereof) if the terminated employee had not died, provided that the terminated employee elected the option of an actuarially reduced pension, pursuant to Section 9 above, at the time of termination of his employment.

¶250. *Section 12.* The parties agree that the provisions and guarantees of Section 2768A of the City Charter remain extant except that they shall have no application in the "reduced pension" prescribed by Section 10.

¶251. *Section 13. Retiree Medical Benefits.*

- a. Employees hired prior to January 1, 2002 shall be eligible for the retiree medical benefits provided by this Section. Employees hired on or after January 1, 2002 shall not be eligible for post-retirement medical benefits.
- b. Those employees who are participating in the City's medical insurance plan at the time of retirement, and who retire with a full normal retirement, and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan as the City provides to its employees, as such plans may change from time to time and subject to the same conditions as may exist at any time for employees. The retiree may enroll his/her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.
- c. For eligible employees who retire prior to January 1, 2002, the City shall pay for the medical benefit coverage for an eligible retiree and his/her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement.
- d. For eligible employees who retire on or after January 1, 2002:
  - (1) Prior to age 55, the retiree will pay the same premium cost share as an active employee for the medical insurance elected.

(2) At age 55, the retiree will pay the following:

(a) If enrolled in Century Preferred (or its successor plan) at the time of retirement:

\$500 for an individual or couple

\$750 for a family

(b) If enrolled in BlueCare POS or POE (or their successor plan/plans) at the time of retirement:

\$350 for an individual or couple

\$500 for a family

¶252. Retirees or eligible spouses or eligible dependents who, at the time of retirement are eligible for Medicare or who, subsequent to retirement, become eligible for Medicare must participate in Medicare Part A and Part B. The City will provide a Medicare Supplemental Program at no cost to the retiree.

¶253. Employees, who are or become eligible for "vesting rights" as set forth in Section 10 of this Article, shall not be entitled to the retiree insurance program set forth in this Section. Deferred vested pensioners shall not be eligible for retiree medical insurance.

¶254. *Section 14. Retiree Life Insurance.* The City shall assume the full premium cost for three thousand dollars (\$3,000.00) life insurance coverage which is afforded to an employee at the time he ceases being an employee and becomes a retiree.

¶255. *Section 15. Information Provided to Union.* During the month of August of each year the City shall deliver to the President of the Union, for each noted group of employees, the following data: total membership of actual employees, contribution rate required from that group of employees, the yearly payroll dollars for that group of employees, the yearly dollar contribution by that group of employees to the pension fund, the total payments to retirees of that group of employees in the previous fiscal year, the total payments for disability payments for retirees for each group of employees, the total heart disease/hypertension claims that were paid by the pension system for that group of employees in each instance for the previous fiscal year. The groups for which the data is to be provided are the fire fighters bargaining unit, the police bargaining unit, the Blue Collar bargaining unit, and the White Collar bargaining unit. Note: the use and designation of the label "General Government" shall not satisfy the requirements of this Section.

¶256. *Section 16. Military Service Credit.* As noted in Section 2(c) hereof the parties have agreed on a formula for crediting military service time as "years of service" with the

City for the purpose of an employee's entitlement to service pension or vesting rights benefits.

- ¶257. As utilized in this Section the term "military service" shall be defined to mean active duty service in the United States Armed Forces.
- ¶258. For purposes of this section one "year of service" (for purposes of computing years of employment with the City for a service pension as aforesaid) shall be equal to twelve complete months of military service. An employee may purchase no more than five years of "years of service" credit for the time spent by the employee in the military service. Also an employee may purchase all, or a portion, of his military service credit up to five years of credit as aforesaid.
- ¶259. The credit for military service prescribed by this Section shall be determined as follows: Assume an employee had "X" months of military service (not to exceed sixty months for purposes of this Section). Divide the "X" months of military service by twelve. Multiply that quotient by the pension contribution rate, which the employee was required to contribute to the pension system as of the Xth. month from date of hire of continuous service with the City. Multiply that product by the annual base salary of the employees as of the said Xth. month of service to the City.
- ¶260. The employee must exercise his military service credit within six months of qualification. For purposes of this Section the phrase "qualification" shall mean completion of the number of months of continuous employment from date of hire by the City equal to the number of months of military service.
- ¶261. If the employee wishes to exercise the rights granted by this Section for obtaining military service credit then he must make full payment of the contribution prescribed by the formula set forth herein by the calendar date no later than five years from the date of the exercise of the option. Payment of the said contribution shall be made by lump sum payment or monthly payroll deduction, at the option of the employee. If full payment is not made by such date then the employee shall receive such credit as is represented by a ratio of the amount paid divided by the total amount due.
- ¶262. *Section 17. Re-Opener on Pension Benefits.* At the City's option and at such time as the City shall determine, this Agreement shall be reopened for the purpose of negotiations over the pension benefits for employees hired on or after the date of such re-opened negotiations. Further, the Union agrees to participate in any discussions that may take place between the City and the Coalition of Waterbury Unions over possible transfer to the State Municipal Employees Retirement System (MERS) for some or all current employees and/or newly hired employees.

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## **ARTICLE XX DURATION**

- ¶272. *Section 1.* This Agreement shall be effective December 20, 2001, unless a different effective date is prescribed in this Agreement for a specific provision. This Agreement shall remain in effect through June 30, 2005, except that this Agreement may be reopened as provided in Article II, Sections 2 and 3, and/or as provided in Article XIX, Section 17. Negotiations for a successor to this Agreement shall commence on or about January 15, 2005.



1273.

## **APPENDIX A**

### **PAY PLANS**

The following Pay Plans shall be in effect during the term of this Agreement.

07/01/01

Description	A	A1	B	C	D	E	F
954 TRAFFIC UTILITYPER	14.57	15.57	16.58	17.03	17.44	18.27	19.11
960 STREET SWEEPER	8.73	9.34	9.95	10.11	10.29	10.51	10.73
970 LABORER I	9.47	10.12	10.79	10.98	11.12	11.49	11.84
980 LABORER II	10.63	11.38	12.11	12.33	12.53	12.93	13.34
981 SEWER CLEANER	12.87	13.76	14.66	14.84	15.05	15.40	15.74
985 EMERGENCYMAN	12.20	13.04	13.90	14.11	14.33	14.75	15.16
990 MEO I	11.45	12.23	13.01	13.21	13.42	13.86	14.32
991 MEO I (Park Dept.)	11.71	12.52	13.31	13.60	13.88	14.47	15.14
995 MEO II	11.91	12.76	13.59	13.79	14.02	14.48	14.94
1000 REFUSE COLCTR DRVR	15.22	16.18	17.17	17.45	17.70	18.19	18.67
1010 MEO III	13.03	13.94	14.83	15.10	15.31	15.75	16.18
1012 STREET DEPT MEO	15.51	16.58	17.66	18.05	18.39	18.83	19.26
1015 SEWAGE LIFTSTATFRMAN	17.70	18.93	20.16	20.67	21.15	22.25	23.35
1030 LABORFORPERSON II	16.51	17.66	18.80	19.12	19.41	19.97	20.53
1104 WATER UTILITY SERV	15.38	16.43	17.49	18.08	18.66	19.07	19.46
1135 WATER DISTRICT SERV	15.73	16.81	17.90	18.39	18.89	19.71	20.53
1146 WATERSHED&CROS CON IN	17.70	18.93	20.16	20.67	21.15	22.25	23.35
1149 ASSIST TO W.P.S.M.F.	16.99	18.17	19.35	19.76	20.18	21.03	21.88
1150 WATERPUMP STATFRMN	17.70	18.93	20.16	20.67	21.15	22.25	23.35
1151 RESERVOIR AND PLANT	15.58	16.68	17.77	18.15	18.51	19.39	20.25
1152 WATER PLNMAINTMECH	15.58	16.68	17.77	18.15	18.51	19.39	20.25
1153 NON-BSNS HRS UTLTY	15.40	16.47	17.53	18.18	18.80	19.69	20.53
1154 WATER DISTRICT APP	13.67	14.64	15.57	15.84	16.12	16.74	17.34
1260 PARK CARETAKER I	9.82	10.49	11.16	11.37	11.54	11.86	12.19
1270 PARK CARETAKER II	11.09	11.87	12.63	12.81	12.96	13.39	13.78
1290 PARK FOREMAN II	15.35	16.28	17.22	17.49	17.78	18.28	18.80
1360 TREE TRIMMER	11.74	12.55	13.37	13.49	13.59	13.94	14.26
1470 REFUSE COLLECTOR	13.78	14.64	15.52	15.73	15.98	16.50	17.02

07/01/01

Description	A	A1	B	C	D	E	F
CHIEF REFUSE COLCTR	1480	14.52	15.41	16.33	16.59	16.86	17.41
SANITATION UTILITYMAN	1525	11.40	12.18	12.96	13.17	13.37	14.21
PLANT EQUIP. OPRTR	1535	12.12	12.96	13.78	14.10	14.39	15.04
HEAVY EQUIP OPRTR	1536	14.57	15.57	16.58	17.03	17.44	18.27
INDUST. WASTEINSPCTR	1552	14.15	15.13	16.12	16.54	17.00	17.80
REFUSE FOREMAN	1555	16.43	17.48	18.52	18.80	19.10	19.58
TREE FOREMAN	1556	15.13	16.17	17.22	17.49	17.78	18.28
LABOR FOREMAN I	1557	16.51	17.66	18.80	19.12	19.41	19.97
PLANT MAINT. MECH.	1570	14.57	15.57	16.58	17.03	17.44	18.27
PLANTMAINTCHIEFMECH	1575	15.40	16.47	17.53	18.18	18.80	19.69
SEWAGE PLANT OPR I	1590	12.62	13.51	14.38	14.73	15.10	15.79
SEWAGE PLANT OPR II	1591	14.57	15.57	16.58	17.03	17.44	18.27
WATER POLLUT CTL OPR	1593	14.57	15.57	16.58	17.03	17.44	18.27
CHIEF SLDGPROCS OPR	1596	15.88	16.99	18.10	18.93	19.77	20.23
SLUDGE PROCES OPR	1597	15.46	16.52	17.60	18.17	18.87	19.17
TRADEHELPER	1660	10.52	11.25	11.97	12.16	12.32	12.62
VEHCLUTLTYMAINTPRSN	1666	12.62	13.51	14.38	14.73	15.10	15.79
CARPENTER	1670	14.57	15.57	16.58	17.03	17.44	18.27
CABINETMAKER	1680	14.57	15.57	16.58	17.03	17.44	18.27
PLUMBER	1690	14.57	15.57	16.58	17.03	17.44	18.27
PLUMBER FOREMAN	1700	16.67	17.81	18.95	19.49	19.99	21.08
ELECTRICIAN	1720	14.57	15.57	16.58	17.03	17.44	18.27
ELECTRICIAN FOREMAN	1730	19.33	19.63	19.91	20.52	21.13	21.77
AUTOMECHANIC	1740	16.71	17.86	19.01	19.43	19.83	20.68
AUTOMECHANIC FOREMAN	1750	17.79	19.01	20.25	20.73	21.15	22.06
SIGN PAINTER	1760	12.47	13.34	14.21	14.34	14.44	14.91
PAINTER I	1770	14.06	15.05	16.02	16.31	16.58	17.23
PAINTER II	1780	14.57	15.57	16.58	16.79	17.00	17.82

		07/01/01						
Description		A	A1	B	C	D	E	F
MASON	1790	14.57	15.57	16.58	17.03	17.44	18.27	19.11
MASON FOREMAN	1800	16.47	17.62	18.77	19.20	19.66	20.50	21.33
GEN UTIL MECH	1808	15.58	16.68	17.77	18.15	18.51	19.39	20.25
CHIEF GEN UTIL MECH	1809	16.67	17.81	18.95	19.49	19.99	21.08	22.17
GLAZIER	1810	14.42	15.44	16.42	16.78	17.13	17.91	18.73
CARPENTER FOREMAN	1820	16.47	17.62	18.77	19.20	19.66	20.50	21.33
PAINTER FOREPERSON	1830	16.47	17.62	18.77	19.20	19.66	20.50	21.33
FOOD SERVICE HELPER	1840	9.09	9.73	10.36	10.54	10.70	10.97	11.16
FOOD SERVICE DRIVER	1845	13.92	14.87	15.86	16.14	16.39	16.88	17.35
COOK	1850	10.75	11.49	12.23	12.52	12.78	13.40	14.00
COUNTERMAN	1871	9.09	9.73	10.36	10.54	10.70	10.97	11.16
BOILER FIREMAN	1880	9.96	10.65	11.35	11.62	11.89	12.43	12.92
H.V.A.C. TECHNICIAN	1885	14.57	15.57	16.58	17.03	17.44	18.27	19.11
JANITRESS	1890	9.29	9.94	10.58	10.81	11.02	11.49	11.94
JANITOR	1900	9.29	9.94	10.58	10.81	11.02	11.49	11.94
CUSTODIAN I	1910	10.02	10.72	11.41	11.70	11.94	12.57	13.17
CUSTODIAN II	1920	11.16	11.95	12.73	13.06	13.39	13.98	14.57
CUSTODIAN III	1930	12.62	13.51	14.38	14.73	15.10	15.79	16.44
WATCHMAN	1940	9.58	10.25	10.90	11.17	11.49	11.98	12.51
ELEVATOR OPERATOR	1950	8.89	9.49	10.09	10.37	10.63	11.08	11.53
UTILITYMAN	1951	9.96	10.65	11.35	11.62	11.89	12.43	12.92
POLICE MATRON	2200	9.36	10.02	10.68	10.87	11.06	11.49	11.89
KENNELPERSON	2204	10.52	11.25	11.97	12.16	12.32	12.62	12.92
RAMPARAGE ATTENDANT	2210	9.40	10.07	10.73	10.87	11.02	11.29	11.53
							GWI:	2.50%

07/01/02

Description	A	A1	B	C	D	E	F
954 TRAFFIC UTILITYPER	14.93	15.96	16.99	17.46	17.88	18.73	19.59
960 STREET SWEEPER	8.95	9.57	10.20	10.36	10.55	10.77	11.00
970 LABORER I	9.71	10.37	11.06	11.25	11.40	11.78	12.14
980 LABORER II	10.90	11.66	12.41	12.64	12.84	13.25	13.67
981 SEWER CLEANER	13.19	14.10	15.03	15.21	15.43	15.79	16.13
985 EMERGENCYMAN	12.51	13.37	14.25	14.46	14.69	15.12	15.54
990 MEO I	11.74	12.54	13.34	13.54	13.76	14.21	14.68
991 MEO I (Park Dept.)	12.00	12.83	13.64	13.94	14.23	14.83	15.52
995 MEO II	12.21	13.08	13.93	14.13	14.37	14.84	15.31
1000 REFUSE COLCTR DRVR	15.60	16.58	17.60	17.89	18.14	18.64	19.14
1010 MEO III	13.36	14.29	15.20	15.48	15.69	16.14	16.58
1012 STREET DEPT MEO	15.90	16.99	18.10	18.50	18.85	19.30	19.74
1015 SEWAGE LIFTSTATFRMAN	18.14	19.40	20.66	21.19	21.68	22.81	23.93
1030 LABORFOREPERSON II	16.92	18.10	19.27	19.60	19.90	20.47	21.04
1104 WATER UTILITY SERV	15.76	16.84	17.93	18.53	19.13	19.55	19.95
1135 WATER DISTRICT SERV	16.12	17.23	18.35	18.85	19.36	20.20	21.04
1146 WATERSHED&CROS CON IN	18.14	19.40	20.66	21.19	21.68	22.81	23.93
1149 ASSIST TO W.P.S.M.F.	17.41	18.62	19.83	20.25	20.68	21.56	22.43
1150 WATERPUMP STATFRMN	18.14	19.40	20.66	21.19	21.68	22.81	23.93
1151 RESERVOIR AND PLANT	15.97	17.10	18.21	18.60	18.97	19.87	20.76
1152 WATER PLNMNTMECH	15.97	17.10	18.21	18.60	18.97	19.87	20.76
1153 NON-BSNS HRS UTILITY	15.79	16.88	17.97	18.63	19.27	20.18	21.04
1154 WATER DISTRICT APP	14.01	15.01	15.96	16.24	16.52	17.16	17.77
1260 PARK CARETAKER I	10.07	10.75	11.44	11.65	11.83	12.16	12.49
1270 PARK CARETAKER II	11.37	12.17	12.95	13.13	13.28	13.72	14.12
1290 PARK FOREMAN II	15.73	16.69	17.65	17.93	18.22	18.74	19.27
1360 TREE TRIMMER	12.03	12.86	13.70	13.83	13.93	14.29	14.62
1470 REFUSE COLLECTOR	14.12	15.01	15.91	16.14	16.38	16.91	17.45

07/01/02

Description	A	AI	B	C	D	E	F
CHIEF REFUSE COLCTR	1480	14.88	15.80	16.74	17.00	17.28	18.34
SANITATION UTILITYMAN	1525	11.69	12.48	13.28	13.50	13.70	14.57
PLANT EQUIP. OPRTR	1535	12.42	13.28	14.12	14.45	14.75	16.04
HEAVY EQUIP OPRTR	1536	14.93	15.96	16.99	17.46	17.88	19.59
INDUST. WASTEINSPCTR	1552	14.50	15.51	16.52	16.95	17.43	19.07
REFUSE FOREMAN	1555	16.84	17.92	18.98	19.27	19.58	20.60
TREE FOREMAN	1556	15.51	16.57	17.65	17.93	18.22	19.27
LABOR FOREMAN I	1557	16.92	18.10	19.27	19.60	19.90	21.04
PLANT MAINT. MECH.	1570	14.93	15.96	16.99	17.46	17.88	19.59
PLANTMAINTCHIEFMECH	1575	15.79	16.88	17.97	18.63	19.27	21.04
SEWAGE PLANT OPR I	1590	12.94	13.85	14.74	15.10	15.48	16.85
SEWAGE PLANT OPR II	1591	14.93	15.96	16.99	17.46	17.88	19.59
WATER POLLUT CTL OPR	1593	14.93	15.96	16.99	17.46	17.88	19.59
CHIEF SLDGPROCS OPR	1596	16.28	17.41	18.55	19.40	20.26	21.20
SLUDGE PROCES OPR	1597	15.85	16.93	18.04	18.62	19.34	19.98
TRADESHelper	1660	10.78	11.53	12.27	12.46	12.63	13.24
VEHCLUTLYMAINTPRSN	1666	12.94	13.85	14.74	15.10	15.48	16.85
CARPENTER	1670	14.93	15.96	16.99	17.46	17.88	19.59
CABINETMAKER	1680	14.93	15.96	16.99	17.46	17.88	19.59
PLUMBER	1690	14.93	15.96	16.99	17.46	17.88	19.59
PLUMBER FOREMAN	1700	17.09	18.26	19.42	19.98	20.49	22.72
ELECTRICIAN	1720	14.93	15.96	16.99	17.46	17.88	19.59
ELECTRICIAN FOREMAN	1730	19.81	20.12	20.41	21.03	21.66	22.98
AUTOMECHANIC	1740	17.13	18.31	19.49	19.92	20.33	22.05
AUTOMECHANIC FOREMAN	1750	18.23	19.49	20.76	21.25	21.68	23.51
SIGN PAINTER	1760	12.78	13.67	14.57	14.70	14.80	15.74
PAINTER I	1770	14.41	15.43	16.42	16.72	16.99	18.33
PAINTER II	1780	14.93	15.96	16.99	17.21	17.43	19.13

07/01/02

Description	A	A1	B	C	D	E	F
MASON	14.93	15.96	16.99	17.46	17.88	18.73	19.59
MASON FOREMAN	16.88	18.06	19.24	19.68	20.15	21.01	21.86
GEN UTIL MECH	15.97	17.10	18.21	18.60	18.97	19.87	20.76
CHIEF GEN UTIL MECH	17.09	18.26	19.42	19.98	20.49	21.61	22.72
GLAZIER	14.78	15.83	16.83	17.20	17.56	18.36	19.20
CARPENTER FOREMAN	16.88	18.06	19.24	19.68	20.15	21.01	21.86
PAINTER FOREPERSON	16.88	18.06	19.24	19.68	20.15	21.01	21.86
FOOD SERVICE HELPER	9.32	9.97	10.62	10.80	10.97	11.24	11.44
FOOD SERVICE DRIVER	14.27	15.24	16.26	16.54	16.80	17.30	17.78
COOK	11.02	11.78	12.54	12.83	13.10	13.74	14.35
COUNTERMAN	9.32	9.97	10.62	10.80	10.97	11.24	11.44
BOILER FIREMAN	10.21	10.92	11.63	11.91	12.19	12.74	13.24
H.V.A.C. TECHNICIAN	14.93	15.96	16.99	17.46	17.88	18.73	19.59
JANITRESS	9.52	10.19	10.84	11.08	11.30	11.78	12.24
JANITOR	9.52	10.19	10.84	11.08	11.30	11.78	12.24
CUSTODIAN I	10.27	10.99	11.70	11.99	12.24	12.88	13.50
CUSTODIAN II	11.44	12.25	13.05	13.39	13.72	14.33	14.93
CUSTODIAN III	12.94	13.85	14.74	15.10	15.48	16.18	16.85
WATCHMAN	9.82	10.51	11.17	11.45	11.78	12.28	12.82
ELEVATOR OPERATOR	9.11	9.73	10.34	10.63	10.90	11.36	11.82
UTILITYMAN	10.21	10.92	11.63	11.91	12.19	12.74	13.24
POLICE MATRON	9.59	10.27	10.95	11.14	11.34	11.78	12.19
KENNELPERSON	10.78	11.53	12.27	12.46	12.63	12.94	13.24
RAMPARAGE ATTENDANT	9.64	10.32	11.00	11.14	11.30	11.57	11.82
						<b>GW1:</b>	<b>2.50%</b>

01/01/04

Description	A	A1	B	C	D	E	F
954 TRAFFIC UTILITYPER	15.30	16.36	17.41	17.90	18.33	19.20	20.08
960 STREET SWEEPER	9.17	9.81	10.46	10.62	10.81	11.04	11.28
970 LABORER I	9.95	10.63	11.34	11.53	11.69	12.07	12.44
980 LABORER II	11.17	11.95	12.72	12.96	13.16	13.58	14.01
981 SEWER CLEANER	13.52	14.45	15.41	15.59	15.82	16.18	16.53
985 EMERGENCYMAN	12.82	13.70	14.61	14.82	15.06	15.50	15.93
990 MEO I	12.03	12.85	13.67	13.88	14.10	14.57	15.05
991 MEO I (Park Dept.)	12.30	13.15	13.98	14.29	14.59	15.20	15.91
995 MEO II	12.52	13.41	14.28	14.48	14.73	15.21	15.69
1000 REFUSE COLCTR DRVR	15.99	16.99	18.04	18.34	18.59	19.11	19.62
1010 MEO III	13.69	14.65	15.58	15.87	16.08	16.54	16.99
1012 STREET DEPT MEO	16.30	17.41	18.55	18.96	19.32	19.78	20.23
1015 SEWAGE LIFTSTATFRMAN	18.59	19.89	21.18	21.72	22.22	23.38	24.53
1030 LABORFOREPERSON II	17.34	18.55	19.75	20.09	20.40	20.98	21.57
1104 WATER UTILITY SERV	16.15	17.26	18.38	18.99	19.61	20.04	20.45
1135 WATER DISTRICT SERV	16.52	17.66	18.81	19.32	19.84	20.71	21.57
1146 WATERSHED&CROS CON IN	18.59	19.89	21.18	21.72	22.22	23.38	24.53
1149 ASSIST TO W.P.S.M.F.	17.85	19.09	20.33	20.76	21.20	22.10	22.99
1150 WATERPUMP STATFRMN	18.59	19.89	21.18	21.72	22.22	23.38	24.53
1151 RESERVOIR AND PLANT	16.37	17.53	18.67	19.07	19.44	20.37	21.28
1152 WATER PLNMaintMECH	16.37	17.53	18.67	19.07	19.44	20.37	21.28
1153 NON-BSNS HRS UTLTY	16.18	17.30	18.42	19.10	19.75	20.68	21.57
1154 WATER DISTRICT APP	14.36	15.39	16.36	16.65	16.93	17.59	18.21
1260 PARK CARETAKER I	10.32	11.02	11.73	11.94	12.13	12.46	12.80
1270 PARK CARETAKER II	11.65	12.47	13.27	13.46	13.61	14.06	14.47
1290 PARK FOREMAN II	16.12	17.11	18.09	18.38	18.68	19.21	19.75
1360 TREE TRIMMER	12.33	13.18	14.04	14.18	14.28	14.65	14.99
1470 REFUSE COLLECTOR	14.47	15.39	16.31	16.52	16.79	17.33	17.89



01/01/04

Description	A	A1	B	C	D	E	F
CHIEF REFUSE COLCTR	1480	15.25	16.20	17.16	17.43	17.71	18.30
SANITATION UTILITYMAN	1525	11.98	12.79	13.61	13.84	14.04	14.93
PLANT EQUIP. OPRTR	1535	12.73	13.61	14.47	14.81	15.12	16.44
HEAVY EQUIP OPRTR	1536	15.30	16.36	17.41	17.90	18.33	20.08
INDUST. WASTEINSPCTR	1552	14.86	15.90	16.93	17.37	17.87	19.55
REFUSE FOREMAN	1555	17.26	18.37	19.45	19.75	20.07	21.12
TREE FOREMAN	1556	15.90	16.98	18.09	18.38	18.68	19.75
LABOR FOREMAN I	1557	17.34	18.55	19.75	20.09	20.40	21.57
PLANT MAINT. MECH.	1570	15.30	16.36	17.41	17.90	18.33	20.08
PLANTMAINTCHIEFMECH	1575	16.18	17.30	18.42	19.10	19.75	21.57
SEWAGE PLANT OPR I	1590	13.26	14.20	15.11	15.48	15.87	17.27
SEWAGE PLANT OPR II	1591	15.30	16.36	17.41	17.90	18.33	20.08
WATER POLLUT CTL OPR	1593	15.30	16.36	17.41	17.90	18.33	20.08
CHIEF SLDGPROCS OPR	1596	16.69	17.85	19.01	19.89	20.77	21.73
SLUDGE PROCES OPR	1597	16.25	17.35	18.49	19.09	19.82	20.48
TRADESHelper	1660	11.05	11.82	12.58	12.77	12.95	13.57
VEHCLUTLTYMAINTPRSN	1666	13.26	14.20	15.11	15.48	15.87	17.27
CARPENTER	1670	15.30	16.36	17.41	17.90	18.33	20.08
CABINETMAKER	1680	15.30	16.36	17.41	17.90	18.33	20.08
PLUMBER	1690	15.30	16.36	17.41	17.90	18.33	20.08
PLUMBER FOREMAN	1700	17.52	18.72	19.91	20.48	21.00	23.29
ELECTRICIAN	1720	15.30	16.36	17.41	17.90	18.33	20.08
ELECTRICIAN FOREMAN	1730	20.31	20.62	20.92	21.56	22.20	23.55
AUTOMECHANIC	1740	17.56	18.77	19.98	20.42	20.84	22.60
AUTOMECHANIC FOREMAN	1750	18.69	19.98	21.28	21.78	22.22	24.10
SIGN PAINTER	1760	13.10	14.01	14.93	15.07	15.17	16.13
PAINTER I	1770	14.77	15.82	16.83	17.14	17.41	18.79
PAINTER II	1780	15.30	16.36	17.41	17.64	17.87	19.61

01/01/04							
Description	A	A1	B	C	D	E	F
MASON	1790	15.30	16.36	17.41	17.90	18.33	20.08
MASON FOREMAN	1800	17.30	18.51	19.72	20.17	20.65	22.41
GEN UTIL MECH	1808	16.37	17.53	18.67	19.07	19.44	21.28
CHIEF GEN UTIL MECH	1809	17.52	18.72	19.91	20.48	21.00	23.29
GLAZIER	1810	15.15	16.23	17.25	17.63	18.00	19.68
CARPENTER FOREMAN	1820	17.30	18.51	19.72	20.17	20.65	22.41
PAINTER FOREPERSON	1830	17.30	18.51	19.72	20.17	20.65	22.41
FOOD SERVICE HELPER	1840	9.55	10.22	10.89	11.07	11.24	11.73
FOOD SERVICE DRIVER	1845	14.63	15.62	16.67	16.95	17.22	18.22
COOK	1850	11.30	12.07	12.85	13.15	13.43	14.71
COUNTERMAN	1871	9.55	10.22	10.89	11.07	11.24	11.73
BOILER FIREMAN	1880	10.47	11.19	11.92	12.21	12.49	13.57
H.V.A.C. TECHNICIAN	1885	15.30	16.36	17.41	17.90	18.33	20.08
JANITRESS	1890	9.76	10.44	11.11	11.36	11.58	12.55
JANITOR	1900	9.76	10.44	11.11	11.36	11.58	12.55
CUSTODIAN I	1910	10.53	11.26	11.99	12.29	12.55	13.84
CUSTODIAN II	1920	11.73	12.56	13.38	13.72	14.06	15.30
CUSTODIAN III	1930	13.26	14.20	15.11	15.48	15.87	17.27
WATCHMAN	1940	10.07	10.77	11.45	11.74	12.07	13.14
ELEVATOR OPERATOR	1950	9.34	9.97	10.60	10.90	11.17	12.12
UTILITYMAN	1951	10.47	11.19	11.92	12.21	12.49	13.57
POLICE MATRON	2200	9.83	10.53	11.22	11.42	11.62	12.49
KENNELPERSON	2204	11.05	11.82	12.58	12.77	12.95	13.57
RAMPARAGE ATTENDANT	2210	9.88	10.58	11.28	11.42	11.58	12.12
GWI:							2.50%

## **APPENDIX B**

### **RETIREMENTS WITHIN WINDOW PERIOD**

Bargaining unit employees were to have sixty (60) days from the date of approval of this Agreement to elect retirement under the terms of the predecessor collective bargaining agreement. The parties acknowledge that, based on a December 20, 2001 date of approval of this Agreement, this sixty-day window would have expired at the close of City business on February 19, 2002. The City and the Union have agreed to extend the window period to April 15, 2002, subject to the following:

1. An employee must be eligible to retire on or before February 19, 2002.
2. An eligible employee must file an application for retirement on or before February 19, 2002 in order to retire within the window period.

An employee who does not meet the above conditions shall not have the benefit of the window period and shall not be permitted to retire under the provisions of the expired contract.

An employee who elects to retire under the provisions of the expired contract shall not be entitled to the benefits of this Agreement except as follows:

1. Such employees may include one-half of the bonus paid pursuant to Article XVII, Section 2, in their final pay for the purpose of calculating pension benefits.
2. Such employees shall be paid retroactive wages due based on the wage increase effective July 1, 2001.
3. An employee who retires shall be covered by the new Century Preferred plan as set forth in Article XVIII, rather than the plan described in the predecessor collective bargaining agreement.

Those employees who are eligible for pension credited service based on Paragraph 3.b of the 1999 furlough agreement between the City and the Union may receive such credited service subject to the following:

1. The employee must retire within the window period and meet all other conditions as provided above.
2. An employee who receives the benefit of Paragraph 3.b of the furlough agreement shall not receive the bonus payment provided by Article XVII, Section 2 of this Agreement to the extent that such employee is electing credited service pursuant to the furlough agreement. Instead, the City shall contribute the bonus that would have been paid to such employee to the pension fund.

## APPENDIX C

### MEMORANDUM OF AGREEMENT

#### ACTING DIRECTOR OF PARKS AND RECREATION

This Addendum to the contract awarded by the Waterbury Financial Planning and Assistance Board (the "WFPAB") in the matter of the City of Waterbury and the Waterbury City Employees, Local 353, AFSCME, AFL-CIO (Interest Arbitration Case No. 0001-01) is entered into between the City of Waterbury ("City") and the Waterbury City Employees, Local 353, AFSCME, AFL-CIO ("Union") on January 9, 2002.

The parties agree that the contract to be awarded by the WFPAB shall be amended as follows:

1. The parties agree that Joseph Geary, Park Foreman, shall continue in his current assignment as Acting Director of Parks and Recreation until such time that the Mayor terminates the assignment notwithstanding Civil Service Rules and Regulations.
2. Joseph Geary shall not be subject to the window period as set forth in Appendix B.
3. Joseph Geary shall have thirty (30) days from the date of notice of termination of his assignment as the Acting Director of Parks and Recreation in which to elect retirement pursuant to the terms of Appendix B.
4. The parties agree that this Agreement shall not be used as precedent by any other employee of the City or be admissible as evidence in any future proceedings against the City except for the enforcement of the terms of this Agreement.

CITY OF WATERBURY

LOCAL 353, COUNCIL 4, AFSCME

\_\_\_\_\_/s\_\_\_\_\_  
Michael J. Jarjura  
Mayor

\_\_\_\_\_/1/9/02\_\_\_\_\_  
Date

\_\_\_\_\_/s\_\_\_\_\_  
William Moriarty  
President

\_\_\_\_\_/1/9/02\_\_\_\_\_  
Date